



City Council Agenda

Agenda Of 8-23-2021

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Draft-Formal Minutes Of 08-09-2021

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[DRAFT - FORMAL MINUTES OF 8-9-2021.PDF](#)

Item 11a

Documents:

[ITEM 11A - CITY CODE - Z-28-2021 AMEND CHAPTER 19, ADAPTIVE REUSE.PDF](#)

Item 11a- PRESENTATION

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Item 14a- PRESENTATION

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Item 15a

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ITEM 15A - AX-3-2021 - ANNEXATION GLADYS DRIVE.PDF

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**ITEM 15B - Z-26-2021 - REZONE - NORTH PLEASANTBURG DRIVE, SKYVIEW
DRIVE, AND WINTERBERRY COURT.PDF**

Item 15b - PRESENTATION

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**ITEM 15B - PRESENTATION - Z-26-2021 REZONE NORTH PLEASANTBURG
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Item 15c

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**ITEM 15C - AGREEMENT - MERRILL GARDENS DEVELOPERS
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Item 15e - PRESENTATION

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ITEM 15E - PRESENTATION - 1,150,000 - ACQUISITION IN VILLAGE OF WEST GREENVILLE.PDF

Item 17a

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ITEM 17A - STAFF REPORT - SMALL CELL TESTING AND SAFETY - WIRELESS AND GREENVILLE.PDF

*Questions on an agenda item? Contact Camilla Pitman, city clerk, at cpitman@greenvillesc.gov.
All media inquiries, please contact Communications Director Beth Brotherton,
at bbrotherton@greenvillesc.gov.*



AGENDA

FORMAL MEETING OF CITY COUNCIL

Monday, August 23, 2021 - 5:30 p.m.

Meeting Location:
Greenville Convention Center
1 Exposition Drive, Room 102

The city of Greenville seeks input from citizens while adhering to public health and safety guidelines. All attendees at the location will be subject to a temperature screening. Attendees will be required to wear a covering over their mouth and nose, unless it violates a religious tenant or belief or causes difficulty breathing.

1. **Call to Order** **Mayor Knox H. White**
2. **Invocation** **Councilmember Ken Gibson**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of the Minutes** **August 9, 2021**
6. **Communications/Announcements from the Mayor and Council**
7. **Citizens Wishing to Address Council**
8. **Presentation**
 - a. COVID Update
 - b. Artisphere - Kerry Murphy
9. **Public Hearing**
None
10. **APPOINTMENTS – Boards and Commissions**
 - a. Planning Commission

CONSENT AGENDA

There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.

11. UNFINISHED BUSINESS -- (Ordinances – Second and Final Reading)

- a. Ordinance to amend Section 19-1.11, Definitions, and Section 19-6.1, Off-street parking and loading, of the Code of Ordinances of the City of Greenville to define the term “adaptive reuse,” recreate eligibility criteria for adaptive reuse projects, and to reduce minimum parking requirements for eligible adaptive reuse projects (Z-28-2021)
(Presented by Planning Administrator Courtney Powell)
(Roll Call)
- b. Ordinance to appropriate \$3,000,000 in funding in the Miscellaneous Grant Fund for affordable housing support
(Presented by Office of Management and Budget Director Matt Efird)
(Roll Call)
- c. Ordinance to enter into a Second Amendment to the Development Agreement between the city of Greenville, Grand Bohemian Greenville, LLC, and the Kessler Enterprise, Inc. for certain enhancements to the civic improvements adjacent to the Grand Bohemian Hotel, to provide for the usage of same, and to appropriate an additional \$163,000 for the project
(Presented by City Attorney Mike Pitts)
(Roll Call)

12. NEW BUSINESS -- (Ordinances – First Reading)

None

13. NEW BUSINESS -- (Resolutions – First and Final Reading)

None

REGULAR AGENDA

14. UNFINISHED BUSINESS -- (Ordinances – Second and Final Reading)

- a. Ordinance to amend Section 19-2.2.4, Neighborhood meetings, and Section 19-2.2.7, Preparation of staff report, of the Code of Ordinances of the City of Greenville to update the neighborhood meeting standards and requirements for public hearing applications (Z-29-2021) (REVISED)
(Presented by Assistant City Manager Shannon Lavrin and Planning Administrator Courtney Powell)
(Roll Call)

15. NEW BUSINESS -- (Ordinances – First Reading)

- a. Ordinance to annex approximately 0.536 acre of real property located at Gladys Drive (In front of Tax Map Number 0260000100400) (AX-3-2021)
(Presented by Planning and Development Services Director Jay Graham)
(Roll Call)

- b. Ordinance to rezone approximately 13.97 acres of real property located at North Pleasantburg Drive, Skyview Drive, and Winterberry Court from C-3, Regional Commercial District, to OD, Office and Institutional District (Tax Map Numbers 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, AND 0269000101109) (Z-26-2021)
(Presented by Planning and Development Services Director Jay Graham)
(Roll Call)
- c. Ordinance to enter into a Developer's Agreement between Merrill Gardens at Greenville, LLC and the city of Greenville for public improvements
(Presented by Interim Engineering Services Manager/City Engineer Clint Link)
(Roll Call)
- d. Ordinance to amend Chapter 36, Article V, of the Code of Ordinances of the City of Greenville to provide for the issuance of picketing permits and to provide for a prohibition of the open carry of firearms during pickets and other permitted events on public property
(Presented by City Attorney Mike Pitts)
(Roll Call)
- e. Ordinance to authorize the acquisition of land consisting of approximately 0.54 acre located between Perry Avenue and Branwood Street, and to appropriate \$1,150,000 in the Parking Fund for property acquisition and construction of new parking in the Village of West Greenville (Tax Map Numbers 0120000200601, 0120000200600, 0120000200700, 0120000200800, 0120000200900, 0120000201000)
(Presented by Deputy City Manager Eden Freeman)
(Roll Call)

16. NEW BUSINESS -- (Resolutions – First and Final Reading)
None

17. STAFF REPORTS

- a. Small Cell Testing and Safety
(Presented by Matt Butcher, Sublight Engineering)

18. ADJOURN



MINUTES

FORMAL MEETING OF CITY COUNCIL

CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS
Monday, August 9, 2021 - 5:30 p.m.

1. CALL TO ORDER

Mayor Knox H. White

Mayor White referred to a press release issued today requiring individuals in city facilities and attending municipal meetings to wear masks again in light of a recent increase in COVID. Mayor White thanked everyone for social distancing and wearing masks this evening.

2. INVOCATION

Councilmember Lillian Flemming

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

The following members of City Council were in attendance: Mayor Knox White, John DeWorken, Lillian Flemming, Ken Gibson, Wil Brasington (Virtual), Russell Stall, and Dorothy Dowe

5. APPROVAL OF THE MINUTES

Councilmember Dowe referred to a scrivener's era and requested a change on page 6 replacing the word "or" with "to" stating ". . . the plan as it is was not recommended for approval by the Planning Department to the Planning Commission . . ." There was no opposition to the request.

July 12, 2021; Approved as amended.

6. COMMUNICATIONS / ANNOUNCEMENTS FROM THE MAYOR AND COUNCIL

Dr. Marcus Blackstone, Bon Secours St. Francis Health System

Dr. Blackstone provided a COVID summary update and referred to increases in COVID and ICU patients. Dr. Blackstone stated out of the population admitted to the hospital, 85% percent are not vaccinated, 10% percent are not fully vaccinated having received only one of two shots, and 5% percent are fully vaccinated. Dr. Blackstone commented on the policy currently in place at the hospital and encouraged individuals to get vaccinated.

Councilmember Dowe asked when a full approval is expected from the FDA and what the eligibility timeline is for children age 11 and under. Dr. Blackstone responded they anticipate full FDA approval by the end of September, and he does not know about a current timeline for vaccinating children.

7. CITIZENS WISHING TO ADDRESS COUNCIL

Jeffrey Callahan, 3 Conway Drive, spoke in opposition of the Wings Across the City statues stating Council has been put on notice and will be held accountable and that citizens have been awoken to what the elected officials are doing when citizens are not paying attention.

Dr. Carolyn Watson, 3 Longview Terrace, spoke in opposition of the Wings Across the City statues commenting on the style of art suggested and expressed by the artist. Dr. Watson stated she would not recommend the statues for purchase or for taxpayer subsidy.

Dakota Fitzgerald, Country Club Crossing, Greer, SC, spoke regarding human trafficking and encouraged Council to continue their education on the matter and to consider the impact.

Elizabeth Wright, 411 Hampton Avenue, spoke in support of masks in schools and encouraged Council to follow the city of Columbia by issuing a state of emergency and mask ordinance.

Councilmember Flemming stated under current state legislation, the City cannot mandate the wearing of masks except in its own facilities. Councilmember Flemming encouraged the public to continue to reach out to its state legislators and the Governor's Office.

Charlotte Derbas, 204 Brookside Way, spoke regarding the lack of protection of children as they return to school and encouraged Council to find a way to protect the young children in the community.

Ethan Carpenter, 219 Clarity Court, Greer, SC, spoke regarding the Wings Across the City statues serving as an iconic symbol of the black death, referring to the plague mask. Mr. Carpenter commented on the strange timing of the statues in the midst of COVID and requested Council deliberate over the immediate removal and relocation of the statues.

Susana Saravia, 613 Phillips Road, Greer, SC, spoke regarding attempts to encourage the public to be vaccinated and wear masks. Ms. Saravia referred to the information as lies and stated whether you are vaccinated or not, you still carry the virus. Mayor White asked Ms. Saravia to cease further comments and remove herself.

Evelyn MacLeod. Due to an inability to comply with Mayor White's request to cease unwarranted comments, Ms. MacLeod was escorted from the meeting.

8. PRESENTATION

None

9. PUBLIC HEARING

None

10. APPOINTMENTS – Boards and Commissions

None

CONSENT AGENDA

There will be no discussion of Consent Agenda items unless a Council member so requests in which event the item in question will be considered separately.

Councilmember Dowe moved, seconded by Councilmember Stall, to approve second and final reading of agenda items 11a of the Consent Agenda. The motion carried unanimously.

11. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)

- a. Ordinance to rezone approximately 5.1 acres of real property located at 330 Pelham Road from RM-2, Single-family and multifamily residential district, to OD, Office and Institutional District (Tax Map Number 0279000200600, 0279000200611, 0279000200612, and 0279000200613) (Z-9-2021)
(Presented by Planning and Development Services Director Jay Graham)

12. NEW BUSINESS – (Ordinance – First Reading)

None

13. NEW BUSINESS – (Resolutions – First and Final Reading)

None

REGULAR AGENDA

14. UNFINISHED BUSINESS – (Ordinances – Second and Final Reading)

None

15. NEW BUSINESS – (Ordinances – First Reading)

- a. Ordinance to amend Section 19-1.11, Definitions, and Section 19-6.1, Off-street parking and loading, of the Code of Ordinances of the City of Greenville to define the term “adaptive reuse,” recreate eligibility criteria for adaptive reuse projects, and to reduce minimum parking requirements for eligible adaptive reuse projects (Z-28-2021)
(Presented by Planning and Development Services Director Jay Graham)

Councilmember Stall moved, seconded by Councilmember DeWorken, to approve first reading.

Planning Administrator Courtney Powell provided a summary of the proposed amendment. Councilmember Dowe asked for examples of its use. Ms. Powell provided some existing properties on Laurens Road and a current property on Antrim Drive. Ms. Powell stated the measure is a temporary measure and that the shared parking agreement will be helpful with utilizing parking correctly.

Regarding affordable housing, Councilmember Flemming asked if staff is working on more flexibility for affordable housing. Ms. Powell responded they are working with the Greenville Housing Fund to determine those rights and incorporate them in the land management ordinance review and update.

After discussion, the motion carried unanimously.

- b. Ordinance to amend Section 19-2.2.4, Neighborhood meetings, and Section 19-2.2.7, Preparation of staff report, of the Code of Ordinances of the City of Greenville to update the neighborhood meeting standards and requirements for public hearing applications (Z-29-2021)
(Presented by Planning and Development Services Director Jay Graham)

Councilmember Dowe moved, seconded by Councilmember Gibson, to approve first reading.

Councilmember Dowe moved, seconded by Councilmember Gibson to amend the reference of 500 feet to 1,000 feet regarding neighborhood meeting procedures. Councilmember Flemming stated she agrees, however, she has always considered 750 feet as a recommendation. Councilmember Dowe responded she was informed by staff that it is not a burden to staff to produce a list of 1,000 feet versus 500 feet. Ms. Powell stated the amendment would be for the developer led neighborhood meeting and not the public notice requirement. Councilmember Dowe requested the public notice requirement also be reviewed. Councilmember Brasington agreed with the recommendation and stated he believes both should be consistent.

After discussion, the motion to amend carried unanimously.

Councilmember Dowe moved, seconded by Councilmember Gibson, to amend five business days to ten regular calendar days regarding meeting notification. Ms. Powell stated the amendment expounds upon the requirements of the current ordinance and that everything else is strongly encouraged. Councilmember Flemming recommended using ten business days instead due engaging community involvement.

Councilmember DeWorken referred to complaints from the small business community and recommended using seven business days initially. Councilmember Dowe responded that she preferred to leave the motion at ten calendar days and referred to the amendment being temporary in nature while the land management ordinance is being reviewed and updated.

After discussion, the motion to amend carried unanimously.

Councilmember Dowe referred to staff reports and stated there are instances where no approval or denial is provided. Councilmember Dowe asked if Council is still okay with that latitude. Assistant City Manager Shannon Lavrin responded staff will need to review the matter further and report back to Council at second and final reading.

After discussion, the original motion, as twice amended, carried unanimously.

- c. Ordinance to appropriate \$3,000,000 in funding in the Miscellaneous Grant Fund for affordable housing support
(Presented by Office of Management and Budget Director Matt Efird)

Councilmember Stall moved, seconded by Councilmember Gibson, to approve first reading. The motion carried unanimously.

- d. Ordinance to enter into a Second Amendment to the Development Agreement between the city of Greenville, Grand Bohemian Greenville, LLC, and the Kessler Enterprise, Inc. for certain enhancements to the civic improvements adjacent to the Grand Bohemian Hotel, to provide for the usage of same, and to appropriate an additional \$163,000 for the project
(Presented by City Attorney Mike Pitts)

Councilmember Gibson moved, seconded by Councilmember Brasington, to approve first reading.

City Attorney Mike Pitts provided a summary of the requests in the proposed Ordinance. Councilmember Stall asked how much has already been given to the project, and Mr. Pitts responded the total amount is \$3.6 million and some change. Councilmember Flemming asked if Council will receive information on the public spaces and how they will impact the community, and Mr. Pitts responded affirmatively.

After discussion, the motion carried unanimously.

16. NEW BUSINESS – (Resolution – First and Final Reading)

- a. Resolution to accept a storm drainage easement from Salvation Army at the Kroc Center of Greenville
(Presented by Interim Engineering Services Manager Clint Link)

Councilmember Flemming moved, seconded by Councilmember DeWorken, to approve first and final reading.

Councilmember Flemming asked if the easement will help to reduce flooding on the fields and puddles on the highway. Interim Engineering Services Manager Clint Link responded the easement primarily addresses the drainage base and upstream of the Kroc Center, however, it should alleviate some of her concerns.

The motion carried unanimously.

- b. Resolution to certify 19 Blair Street as an Abandoned Building site (Tax Map Number 0197000300101)
(Presented by Real Estate Development Manager Mary Douglas Hirsch)

Councilmember Gibson moved, seconded by Councilmember Stall, to approve first and final reading. The motion carried unanimously.

- c. Resolution to document the required governing body review of the city of Greenville's submission of a grant application to the Bureau of Justice Assistance
(Presented by Strategic Planning and Analysis Director, Dr. Lee Hunt)

Councilmember Dowe moved, seconded by Councilmember Stall, to approve first and final reading. The motion carried unanimously.

- d. Resolution to authorize the City Manager to award a contract for the construction of pedestrian bridges along the Prisma Health Swamp Rabbit Trail, resulting from proposals received from Greenville County RFP #21084
(Presented by Parks, Recreation and Tourism Director Angie Prosser)

Councilmember Dowe moved, seconded by Councilmember Stall, to approve first and final reading.

Councilmember Stall raised concern with the term “awarding a contract” and moved, seconded by Councilmember Flemming, to amend the Resolution to authorize the City Manager to engage in negotiations and reaffirm the appropriateness invoking the procurement policy section referenced. The motion carried unanimously.

Councilmember Brasington asked if the final contract would come back before Council for a vote, and City Manager John McDonough responded that it would. Councilmember Gibson stated this will allow the City to continue with negotiations and to obtain more information and that he is supportive of it. Councilmember Brasington complimented staff on the information provided for Council’s review and for carrying out Council’s directive. Councilmember Gibson shared his appreciation as well but shared his concerns regarding the use of the pedestrian bridges.

Councilmember Dowe asked if the action allows for the City to negotiate the contract versus the County who issued the bid package. Mr. McDonough responded it does and stated the next phase for the City will be the active management of the construction of the bridges, not the trails. Councilmember Dowe asked if the intention is for the timeline of the trails and the timeline of the bridges to meet by December 2022. Parks, Recreation and Tourism Director Angie Prosser responded that it is. Mr. McDonough advised the City has a letter of commitment setting forth the duties and responsibilities of both parties. Councilmember Dowe asked if it is a fair statement that the City is buttoned up on this, and Ms. Prosser responded that it is.

Councilmember Brasington requested a timeline containing all the critical path milestones between now and December 2022. Mr. McDonough responded the City will have it available moving forward. Mayor White stated a project kickoff would be a good idea and that individuals need to know the City is committed to this project. Councilmember Stall requested affirmation that the definition of the bridges includes the bridges, entrances, exits, and pilings, and Ms. Prosser responded that it does.

After discussion, the motion, as amended, carried unanimously.

17. STAFF REPORTS

- a. Fire Services Update

Chief Stephen Kovalcik and Chief Brian Horton provided an overview of the Fire Department post COVID including Department structure and overview, stations and service region, 2021 accomplishments, current projects and initiatives, and 2022 priorities.

Mayor White thanked Chief Kovalcik for his tenure at the city of Greenville. A presentation was shared recognizing Chief Kovalcik's leadership as Greenville Fire Chief over the past ten years and a total of 41 years in the fire service. Mr. McDonough invited everyone to participate in a reception following the meeting.

b. Business License Ordinance

Mayor White requested the report be postponed to a future date.

18. ADJOURN. There being no further business, the meeting adjourned at 7:13 p.m.

KNOX H. WHITE, MAYOR

CAMILLA G. PITMAN, MMC, Certified PLS
CITY CLERK

MEETING NOTICE POSTED AND MEDIA NOTIFIED ON AUGUST 6, 2021.



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

11a

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO AMEND SECTIONS 19-1.11, DEFINITIONS, AND 19-6.1, OFF-STREET PARKING AND LOADING, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO DEFINE THE TERM 'ADAPTIVE REUSE', CREATE ELIGIBILITY CRITERIA FOR ADAPTIVE REUSE PROJECTS, AND REDUCE MINIMUM PARKING REQUIREMENTS FOR ELIGIBLE ADAPTIVE REUSE PROJECTS (Z-28-2021)

SUMMARY BACKGROUND:

Staff submits these text amendments to amend Section 19-1.11, Definitions, and Section 19-6.1, Off-street parking and loading, to create eligibility criteria for adaptive reuse projects and reduce minimum parking requirements for eligible projects. Specifically, to allow the reduction of minimum parking requirements by twenty-five percent for eligible adaptive reuse projects.

These changes are needed to maintain the premises of the Land Management Ordinance's purpose which, among other things, is to ensure compatibility between neighborhoods and surrounding uses as well as to create a more harmonious community.

These amendments are intended to enhance the quality of life through the encouragement of redevelopment, renovation, and reuse of existing buildings in order to preserve neighborhood character, promote smaller-scale economic development, and the activation of neighborhood nodes and corridors.

The City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed text amendments. The application was recommended for approval by a vote of 6-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Approval by a vote of 6-0.

IMPACT IF DENIED:

The text amendments will not be approved, and existing non-residential buildings and properties will remain regulated by the existing standards of the Land Management Ordinance.

FINANCIAL IMPACT:

None

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Jay Graham

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City Attorney

DocuSigned by:

Michael S. Pitts

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DocuSigned by:

OMB Director

City Manager

John F. McDonough

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A N O R D I N A N C E

TO AMEND SECTION 19-1.11, DEFINITIONS, AND SECTION 19-6.1, OFF-STREET PARKING AND LOADING, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO DEFINE THE TERM “ADAPTIVE REUSE,” CREATE ELIGIBILITY CRITERIA FOR ADAPTIVE REUSE PROJECTS, AND REDUCE MINIMUM PARKING REQUIREMENTS FOR ELIGIBLE ADAPTIVE REUSE PROJECTS (Z-28-2021)

WHEREAS, Chapter 19 of the Code of Ordinances of the City of Greenville, commonly referred to as the Land Management Ordinance (the “LMO”), contains regulations for the establishment of commercial uses, service and industrial uses, and multiple-family dwelling uses; and

WHEREAS, the city of Greenville (the “City”) provides municipal planning and land use services including, but not limited to, land development regulation, zoning, land use planning, permitting, and licensing of businesses and properties, which are vital to the public health, safety, welfare, and quality of life in the City; and

WHEREAS, the City recently adopted its decennial comprehensive plan, entitled GVL2040 (the “GVL2040”); and

WHEREAS, GVL2040 envisions Greenville’s future growth will be directed into higher density nodes or centers located throughout the City and connected by major corridors; and

WHEREAS, City Council desires to protect the character of existing single-family neighborhoods and quality of life for neighborhood residents; and

WHEREAS, GVL2040 recognizes the LMO required substantial revision in response to the rapid growth the City has experienced since the LMO was last revised almost 14 years ago; and

WHEREAS, GVL2040 calls for an immediate update to the City’s land management regulations and states this as the most critical step to take on the path toward implementation of the node and corridor growth framework; and

WHEREAS, the City has been faced with pressures created by multifamily and commercial development along the City’s major corridors that abut neighborhoods, as well as development of properties within existing neighborhoods; and

WHEREAS, the current LMO does not adequately protect neighborhoods from the impacts associated with concentrated development, including issues related to construction impact, noise, lighting, traffic, design, neighborhood character, height, massing, and form; and

WHEREAS, the City desires to modify Sections 19-1.11, Definitions, and 19-6.1, Off-street parking and loading, of the Code of Ordinances of the City of Greenville (the “City Code”), as shown in the attached Exhibit A; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed text amendments, and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the proposed text amendments as proposed; and

WHEREAS, City Council finds the text amendments to be compatible with the City's Comprehensive Development Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Section 19-1.11, Definitions, and Section 19-6.1, Off-street parking and loading, of the City Code are hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A

Sec. 19-1.11. Definitions.

[...]

Accessory use means a use of land or building (or a portion thereof) that is subordinate to, and customarily associated with, the principal use.

Adaptive reuse means the process to reconfigure or remodel an existing building and accommodate a new use or a new purpose other than original.

Addition means a new structure on a site with an existing structure, or a new component to an existing structure, which causes an extension or increase in floor area or height of a building or structure.

[...]

Sec. 19-6.1. Off-street parking and loading.

19-6.1.1. *Intent.* The intent of this section is to allow flexible methods of providing to provide an adequate number of parking and loading spaces, while creating to create or improving improve a pedestrian-oriented community, and reducing reduce excessive paved surfaces which may otherwise lead to unnecessary heat buildup and stormwater runoff.

19-6.1.2. *Applicability.*

(A) *General.* The off-street parking, bicycle parking, and loading standards of this section shall apply to any new building constructed and to any new use established.

(B) *Exemptions:* ~~The off-street parking and loading standards of this section shall not apply~~

(1) The off-street parking and loading standards shall not apply in the C-4 district.

However, prior to issuance of any building permit or certificate of occupancy, whichever is issued first, the owner of any new building constructed or any new use established in the C-4 district shall submit to the administrator an estimate of the parking requirements that the building or use is expected to generate, based on the ratios established in this section, and an indication of where or how that parking will be provided.

(2) The off-street parking and loading standards of this section shall not apply to historic properties or properties located in a preservation overlay district.

(3) The off-street parking, bicycle parking, and loading standards of subsections 19-6.1.2 and 19-6.1.3 shall not apply to parking areas which constitute the principal use of a site (commercial parking lots and parking structures).

(4) The maximum off-street parking standards of subsections 19-6.1.2 and 19-6.1.3 shall not apply to developments which incorporate a parking structure.

(C) *Expansions and alterations.* The off-street parking, bicycle parking, and loading standards of this section shall apply when an existing structure or use is expanded or enlarged. Additional off-street parking, bicycle parking, and loading spaces shall be required to serve on the enlarged or expanded area, provided that in all cases the number of off-street parking, bicycle parking, and loading spaces provided for the entire use (pre-existing plus expansion) must equal at least 75 percent of the minimum ratio established in this section.

(D) *Change of use.* With the exception of projects that are eligible for adaptive reuse parking reductions pursuant to Section 19-6.1.5(F), off-street parking, bicycle parking and loading shall be provided for any change of use pursuant to the following:

- (1) If the change of use constitutes less than 50 percent of the floor area of a structure or lot accommodating one or more uses (within a five-year period), the property shall comply with the provisions of this section to the greatest extent practicable as determined by the administrator provided the off-street parking and loading requirements equal at least 75 percent of the minimum ratio established by this section and provided further that compliance can be achieved in conformance with subsection 19-9.1.1(B).
- (2) If the change of use constitutes 50 percent or more of the floor area of a structure or lot accommodating one or more uses (within a five-year period), the property shall comply with the provisions of this section to the greatest extent practicable as determined by the administrator provided the off-street parking and loading requirements equal at least 100 percent of the minimum ratio established by this section and provided further that compliance can be achieved in conformance with subsection 19-9.1.1(B).

19-6.1.3. *Off-street parking requirements.*

[...]

19-6.1.5. *Computation of parking and loading requirements.*

- (A) *Fractions.* When measurements of the number of required spaces result in a fractional number, any fraction of less than one-half shall be rounded down to the next lower whole number and any fraction of one-half or more shall be rounded up to the next higher whole number.
- (B) *Multiple uses.* Except as provided in subsection 19-6.1.8, lots containing more than one use must provide parking and loading in an amount equal to the total of the requirements for all uses.
- (C) *Gross floor area.* With regard to the parking standards in this section, square footage refers to the gross floor area of a building, excluding warehouse and storage space which is accessory to the primary use. With regard to the loading standards in this section, square footage refers to the total gross floor area of a building.
- (D) *Parking for unlisted uses.* Parking requirements for uses not specifically listed in Table 19-6.1-1 shall be determined by the administrator based on the provisions of Schedule B.
- (E) *Reduction of automobile parking for bicycle parking.* The administrator may reduce the required number of off-street parking spaces by one automobile space for every six, or portion thereof, bicycle parking spaces provided.

(F) *Reduction of automobile parking for adaptive reuse projects.*

- (1) Eligibility. To qualify for a parking reduction, adaptive reuse projects shall satisfy the following criteria:
 - (a) The existing building(s) shall be at least twenty-five (25) years old and constructed in accordance with building and zoning codes in effect at the time of construction; and
 - (b) A minimum of 50% of the total building area shall be converted to a land use category other than the land use category for which the building was originally designed, pursuant to Table 19-4.1-2, *Table of Uses*.

(2) Parking Reduction.

- (a) The minimum number of parking spaces required per Table 19-6.1-1 may be reduced by 25% for eligible adaptive reuse projects. Where a mix of uses is proposed, the 25% reduction shall be applied to the minimum parking requirement for each individual land use type.
- (b) Maximum parking space allowances shall remain applicable to eligible adaptive reuse projects pursuant to Table 19-6.1-1, *Off-Street Parking Requirements*.
- (c) Shared parking arrangements are encouraged for adaptive reuse projects pursuant to Section 19-6.1.9(A). Shared parking studies for eligible adaptive reuse projects may apply the 25% reduction offered under this sub-section to determine minimum parking requirements for each individual land use type.
- (d) Expansions/additions to the floor area of a building(s) associated with an eligible adaptive reuse project shall comply with the minimum parking requirements of Table 19-6.1-1 and shall not be included within the 25% minimum parking reduction.

[...]

19-6.1.9. *Parking alternatives.* The administrator may approve alternatives to ~~providing~~ the number of off-street parking spaces required by subsection 19-6.1.3, in accordance with the following standards:

- (A) *Shared parking.* The administrator may approve shared parking facilities for developments or uses with different operating hours or different peak business periods if the shared parking complies with all ~~of~~ the following standards:
 - (1) *Location.* If located off-site, the shared parking spaces must be located within 600 feet of the primary entrance of all uses served, unless remote parking shuttle bus service is provided.
 - (2) *Shared parking study.* A shared parking study that clearly demonstrates the feasibility of shared parking shall be submitted to the administrator. The study must be provided in a form established by the administrator. It must address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces. Use of data provided in Table 19-6.1-7 may be accepted as a shared parking study.

Table 19-6.1-7: Shared Parking Demand by Land Use and Time of Day (Percentages are based on minimum parking requirements)					
Land use	Weekday		Weekend		Nighttime (12:00 midnight— 6:00 a.m.)
	Daytime (6:00 a.m.—5:00 p.m.)	Evening (5 p.m.—12:00 midnight)	Daytime (6:00 a.m.—5 p.m.)	Evening (5:00 p.m.—12:00 midnight)	
Office	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Residential	30%	90%	80%	90%	100%
Restaurant	50%	100%	100%	100%	10%
Hotel/motel	75%	100%	75%	100%	75%

Entertainment	40%	100%	80%	100%	10%
Religious institution	10%	30%	100%	30%	5%

To use Table 19-6.1-7:

- 1) Determine the minimum parking requirements in accordance with Table 19-6.1-1 for each land use as if it is a separate use. Per Section 19-6.1.5(F), eligible adaptive reuse projects may apply a parking reduction for each individual land use type for the purpose of determining minimum parking requirements.
- 2) Multiply each amount by the corresponding percentages for each of the five time periods.
- 3) Calculate the total for each time period.
- 4) Select the column with the highest total and use this number as the required minimum number of parking spaces.

- (3) *Agreement for shared parking.* A shared parking plan (where the minimum required parking spaces are provided off-site) will be enforced through written agreement among all owners of record. An attested copy of the agreement between the owners of record must be submitted to the administrator in a form established by the city attorney. The agreement must be recorded with the country register of deeds before issuance of a building permit for any use to be served by the shared parking area. A shared parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with the requirements of subsections 19-6.1.2 and 19-6.1.3.

[...]

Z-28-2021 | Text Amendment

APPLICANT

City of Greenville

REQUEST

TEXT AMENDMENT to Section(s) 19-1.11 and 19-6.1 of the City's Land Management Ordinance to define the term 'adaptive reuse', create eligibility criteria for adaptive reuse projects, and reduce minimum parking requirements for eligible adaptive reuse projects

ADAPTIVE REUSE: OFF-STREET PARKING AND LOADING



Current Ordinance

Currently, the Land Management Ordinance does not provide specific parking reductions for adaptive reuse projects.

[Section 19-1.11](#), [Section 19-6.1](#)

Proposed Change Z-28-2021

We propose creating eligibility criteria for applicants to qualify for a parking reduction on adaptive reuse projects.

[View the proposed change](#)
[Comment on this proposal](#)

STAFF RECOMMENDATION

- Recommend approval of text amendment

PLANNING COMMISSION RECOMMENDATION

- Recommend approval with staff comments of text amendment by a vote of 6-0 at their July 15, 2021 regular meeting



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

11b

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

TO APPROPRIATE \$3,000,000 IN FUNDING IN THE MISCELLANEOUS GRANT FUND FOR AFFORDABLE HOUSING SUPPORT

SUMMARY BACKGROUND:

During the approval of the County Square redevelopment, the City agreed to provide \$5,000,000 of additional support for affordable housing above and beyond the normal annual CIP appropriation. The Greenville Housing Fund has requested receipt of a portion of those funds for a number of pending projects to create and retain affordable and workforce housing.

During the FY22 Budget development process, City Council discussed and endorsed a multi-year funding plan for the Greenville Housing Fund that included \$4,000,000 in funding for FY22. \$1 million was appropriated as part of the General Fund CIP, and the remaining \$3 million was to come from the "County Square" funding. This appropriation from the Parking fund and Economic Development project account will satisfy the planned FY22 contribution.

IMPACT IF DENIED:

The City will not appropriate additional funds for GHF affordable housing activities.

FINANCIAL IMPACT:

There is sufficient fund balance in the Parking fund and ED Fund project account for this appropriation.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Merle Johnson

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DocuSigned by:

Matt Edger

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City Attorney

DocuSigned by:

Michael S. Pitts

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DocuSigned by:

John F. McDonough

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OMB Director

City Manager

A N O R D I N A N C E

TO APPROPRIATE \$3,000,000 IN FUNDING IN THE MISCELLANEOUS GRANT
FUND FOR AFFORDABLE HOUSING SUPPORT

WHEREAS, the city of Greenville (the “City”) seeks to serve its residents and to provide homeownership and rental opportunities for low-to-moderate income buyers wishing to reside in the city of Greenville; and

WHEREAS, the City entered into an Agreement for Affordable Housing Initiatives and Services (the “Agreement”) with the Greenville Housing Fund (the “GHF”) with an effective date of October 1, 2020, in furtherance of the creation and retention of affordable workforce housing within the City; and

WHEREAS, the City agreed to provide \$5,000,000 for affordable housing support in connection with the Greenville County Square redevelopment above and beyond normal annual appropriations; and

WHEREAS, City Council discussed and endorsed a plan to provide additional financial support for GHF during the FY22 budget adoption process, including \$3,000,000 in additional funding for FY22;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the amount of \$3,000,000 is appropriated in the Miscellaneous Grant Fund as reflected in the attached Exhibit for support of GHF’s affordable housing activities provided said funding shall be subject to all terms and conditions of the Agreement.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT

BUDGET AMENDMENT					
BUDGET	Miscellaneous Grants Fund		REQUESTED BY	Community & Economic Development	
FISCAL YEAR	2021-22		DATE		
INCREASE			DECREASE		
Description			Description		
Miscellaneous Grants Fund					
Transfer from Capital Projects Fund (Rev)		1,500,000			
Transfer from Parking Fund (Rev)		1,500,000			
Miscellaneous (Exp)		3,000,000			
Capital Projects Fund					
Fund Balance Appropriated (Rev)		1,500,000			
Transfer to Miscellaneous Grants Fund (Exp)		1,500,000			
Parking Fund					
Fund Balance Appropriated (Rev)		1,500,000			
Transfer to Miscellaneous Grants Fund (Exp)		1,500,000			
Explanation:	To appropriate \$3,000,000 from the Parking and Capital Projects Funds in the Miscellaneous Grants Fund for support of GHF affordable housing activities.				
DATE			APPROVED BY	City Council/City Manager Camilla Pitman/City Clerk	
FOR OMB POSTING PURPOSES ONLY					
Budget Adjustments		Increase (Decrease) Amount	Journal Entry		
Project Code	Account		Project Code	Account	Amount
ED3504	128-0000-391.81-41	1,500,000	ED3500	341-9010-491.81-41	DR 1,500,000
ED3504	128-0000-391.81-81	1,500,000		341-0000-101.05-00	CR 1,500,000
ED3504	128-9020-411.48-01	3,000,000		128-0000-101.05-00	DR 1,500,000
	461-0000-390.10-01	1,500,000	ED3504	128-0000-391.81-41	CR 1,500,000
	461-6021-491.81-41	1,500,000		461-6021-491.81-41	DR 1,500,000
				461-0000-101.05-00	CR 1,500,000
		3,000,000		128-0000-101.05-00	DR 1,500,000
			ED3504	128-0000-391.81-41	CR 1,500,000
Total		12,000,000	Total		12,000,000
Prepared By			Number		
Posted By					
Date					



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

11c

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO ENTER INTO A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GREENVILLE, GRAND BOHEMIAN GREENVILLE, LLC, AND THE KESSLER ENTERPRISE, INC. FOR CERTAIN ENHANCEMENTS TO THE CIVIC IMPROVEMENTS ADJACENT TO THE GRAND BOHEMIAN HOTEL, TO PROVIDE FOR THE USAGE OF SAME, AND TO APPROPRIATE AN ADDITIONAL \$163,000 FOR THE PROJECT

SUMMARY BACKGROUND:

This Ordinance appropriates additional funds as part of a development agreement with Kessler Enterprise, Inc. for the Grand Bohemian Hotel. The existing agreement is being modified to reflect mutually-agreeable enhancements to the approved Event Lawn, which the City had previously agreed to fund as part of the defined Public Improvements in the development agreement. The Ordinance also makes a modification to the allowable uses for the event lawn in the existing agreement.

The additional funding will come from the Economic Development Fund project account, which has sufficient balance for this purpose.

IMPACT IF DENIED:

The City will not appropriate funds for the modifications to the event lawn or modify the terms of the agreement regarding uses.

FINANCIAL IMPACT:

There is sufficient fund balance in the Economic Development Fund project account for this appropriation.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Merle Johnson

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DocuSigned by:

Matt Edger

44928B1C67864BE...

City Attorney

DocuSigned by:

Michael S. Pitts

550C3A00750B412

DocuSigned by:

John F. McDonough

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OMB Director

City Manager

AN ORDINANCE

TO ENTER INTO A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GREENVILLE, GRAND BOHEMIAN GREENVILLE, LLC, AND THE KESSLER ENTERPRISE, INC. FOR CERTAIN ENHANCEMENTS TO THE CIVIC IMPROVEMENTS ADJACENT TO THE GRAND BOHEMIAN HOTEL, TO PROVIDE FOR THE USAGE OF SAME, AND TO APPROPRIATE AN ADDITIONAL \$163,000 FOR THE PROJECT

WHEREAS, the city of Greenville (the “City”) entered into a Development Agreement (the “Agreement”) with Grand Bohemian Greenville, LLC and The Kessler Enterprise, Inc. (collectively, the “Developer”) in furtherance of a public-private partnership to construct certain public improvements which are part of the Grand Bohemian Hotel (the “Civic Improvements” and “Hotel”, respectively); and

WHEREAS, the City has long been committed to the continuing development of its commercial districts, including the Central Business District, and supports opportunities to leverage funds for public improvements adjacent to private redevelopments; and

WHEREAS, the Developer is making a significant capital investment in the construction of the Hotel which will serve as a major contributor to the City’s economy, enhance the tax base, and will further drive tourism in Greenville, particularly its Downtown—all to the benefit of the City’s residents and the business community; and

WHEREAS, a portion of the Civic Improvements includes an event lawn on public property adjacent to the Hotel and in immediate proximity to Falls Park (the “Event Lawn”); and

WHEREAS, the Developer has suggested certain enhancements to the Event Lawn and has requested that it be allowed to use the Event Lawn, on a limited basis, for Hotel-related events; and

WHEREAS, as expressly contemplated by Section 36-136(a)(5) of the City Code, given the significant investment the Developer is making in the Hotel and the significant contribution it will make to the City’s tourism, the City is amenable to the Developer’s limited use of the Event Lawn as long as that space maintains its public character; and

WHEREAS, in light of the foregoing, City Council desires to approve the Second Amendment to Development Agreement for Civic Improvements, a copy of which is attached hereto and incorporated herein as Attachment 1 (the “Second Amendment”) and appropriate the funds required to make the Civic Improvements enhancements contemplated therein;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Second Amendment is hereby approved and \$163,000 is hereby appropriated as reflected in Attachment 2 to this ordinance. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR CIVIC IMPROVEMENTS

This **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR CIVIC IMPROVEMENTS** (this "Second Amendment") is entered into as of June __, 2021, by and between the **CITY OF GREENVILLE**, a municipal corporation and a political subdivision of the State of South Carolina (the "City") and **GRAND BOHEMIAN GREENVILLE, LLC**, a Delaware limited liability company, as assigned by **THE KESSLER ENTERPRISE, INC.** (together with its affiliated entities herein referred to as the "Developer"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in that certain Development Agreement for Civic Improvements, entered into by and between the City and the Developer dated as of September 27, 2017, as amended by that certain First Amendment to Development Agreement for Civic Improvements dated January 31, 2019 (collectively referred to herein as the "Development Agreement").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend certain terms and conditions of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. City Contribution. The City and the Developer agree that the term "City Contribution," as it is defined in the Recitals of the Development Agreement, is hereby amended to mean "up to, but not to exceed, Three Million Six Hundred Sixty-Three Thousand and No/100 Dollars (\$3,663,000.00)."

2. Financing. The City and Developer agree that the first sentence of Section 3.1 of the Development Agreement is deleted in its entirety and replaced with the following:

"Subject to annual appropriation and the schedule set forth below in Section 3.5, the City shall fund up to Three Million Six Hundred Sixty-Three Thousand and No/100 Dollars (\$3,663,000.00) for the Civic Improvements."

The City and Developer further agree that the first sentence of Section 3.5 of the Development Agreement is deleted in its entirety and replaced with the following:

"The City Contribution shall fund up to One Million Four Hundred Sixty-Three Thousand and No/100 Dollars (\$1,463,000.00) in eligible reimbursements associated with those Civic Improvements in Area 2 (as more fully set forth below in Section 4.3) with hard construction to begin approximately nine (9) months prior to

completion of the Hotel, the start of which shall be determined by the Developer.”

3. Completion of Construction of the Hotel and Civic Improvements. The City and the Developer agree that the completion of the construction of the Hotel and Civic Improvements provided for in Section 3.3 of the Development Agreement is projected to be the end of the fourth quarter of 2021.

4. Area 2 (City Right-of-Way) – Upper Falls Park East Gateway. The City and the Developer agree that Section 4.3(g) is deleted in its entirety and replaced with the following:

“(g) Natural grass event lawn with structural soil and grass paved system is being replaced with ForeverLawn artificial turf system with rubber infill and nailer boards and 10” compacted gravel base per the revised Construction Plans for Falls Park East Gateway Civic Improvements, Project # 25958.0002, prepared by Thomas & Hutton Engineering Co. for the City and the Developer, dated April 26, 2021 and more particularly described on that certain PCI No. PCI00018 dated June 10, 2021 attached hereto as Exhibit “A” and incorporated herein by reference. Twelve (12) metal tent stakes shall be furnished and installed by Developer to accommodate a 40’ by 60’ standard City event tent; provided, however, the staking system shall be designed and constructed in such a manner that no portion of the stakes protrude above the ground; and”

5. Area 2 (City Right-of-Way) – Upper Falls East Gateway. The City and the Developer agree that Section 4.3(h) is deleted in its entirety and replaced with the following:

“(h) Landscape beautification, including, but not limited to, ten (10) new stacked stone walls around the perimeter trees that line the entrance courtyard to Area 2.”

6. City Commitments. The City and the Developer agree that Section 6 is hereby amended by adding the following Section 6.4:

“6.4 The City shall jointly, with notification to the Developer, manage access to the event lawn located within Area 2 (the “Event Lawn”) in a manner generally consistent with the management of other City plazas and event spaces, with the exception of application of the general prohibition on commercial use as it pertains to the Developer’s use, or the use by the Developer’s affiliates and its successors in interest, given that the Event Lawn meets the exception criteria of Section 36-136(a)(5) of the City Code of Ordinances. Specifically, the City recognizes that this public space is improved as part of an economic development project where the Developer made a significant capital investment in the Civic Improvements, including the Event Lawn, and said public space is immediately adjacent to the Hotel, a major downtown economic

development project directly promoting tourism in which the Developer has also made a significant capital investment. The City acknowledges that the Developer desires to utilize the Event Lawn from time to time as a complimentary extension of the Hotel. Accordingly, with respect to the Developer's use of the Event Lawn, the City and the Developer agree as follows:

(f) All events permitted hereunder shall comply with applicable provisions of the City Code of Ordinances including, but in no way limited to, Chapter 16, Article III, Division 3 (noise regulations).

(b) Subject to subsection (c) below, the City shall use commercially reasonable efforts to accommodate the Developer's requests for usage of the Event Lawn provided, however, the City will not be required to cancel any prior reservations of the Event Lawn in favor of usage by the Developer. The City's Director of Parks, Recreation and Tourism or her designee will notify the Developer of any permitting of non-Developer related events at the Event Lawn in order to ensure that no schedule conflict occurs with the Developer.

© The foregoing notwithstanding, in order to ensure that the use of the Event Lawn for special events is not of such a frequency that the public space loses its public character, the usage of the Event Lawn by the Developer shall not exceed 175 calendar days per year. Of these 175 days, usage by the Developer shall not exceed (i) 75 weekend days (Friday, Saturday, and Sunday) per year with no more than 2 weekends per any given month containing four Saturdays and 3 weekends per any given month containing five Saturdays (regardless of actual usage during said weekends) and/or (ii) 100 days during the other days of the year (Monday, Tuesday, Wednesday, and Thursday) with no more than 12 such days (not including the weekend usage contemplated above) in any given month.

(d) All City event permit requirements and fees (e.g., police and trash services) shall apply to the Developer's use of the Event Lawn.

© Due to the significant strain that major events place upon City resources, the City shall have the right to establish blackout dates which shall be communicated to the Developer at least one year in advance. The parties agree that the Event Lawn between the dates of the day after Thanksgiving and January 3 of the new year, each year, will be set aside for use as a seasonal market open to the general public similar in quality to the seasonal market at Developer's Plant Riverside District that will be coordinated and implemented by the Developer in conjunction with the City. This

time shall not count toward Developer's usage contemplated above in subsection ©.

(f) Any damage to the landscaping, lawn, or City infrastructure within the Event Lawn caused by the Developer or its employees, agents, invitees, or licensees shall be the sole responsibility of the Developer to repair, normal wear and tear excepted. Developer shall use commercially reasonable efforts to complete said repairs as soon as possible; if the Developer fails to do so, the City has the right to undertake such repairs in which event the Developer shall promptly reimburse the City. Any damage to the landscaping, lawn, or City infrastructure within the Event Lawn caused by the City or the City's permittees (which such permittees shall not include the Developer or its employees, agents, invitees, or licensees) shall be the sole responsibility of the City or its permittees, normal wear and tear excepted. Subject to a permittee's activities, the City may require a permittee to provide evidence of liability insurance against personal injury or property damage."

7. Limitation on Amendment. Except as specifically modified hereby, all of the terms and provisions of the Development Agreement are ratified and reaffirmed by the parties hereto. This Second Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect in any way, any other provisions of the Development Agreement. This Second Amendment may not be further modified unless executed by all parties affected thereby or against whom enforcement is sought.

8. Execution/Counterparts. This Second Amendment may be executed in counterparts and, when counterparts of this Second Amendment have been executed and delivered by the Parties as provided in this Section 8, this Second Amendment shall be fully binding and effective, just as if the parties had executed and delivered a single counterpart of this Second Amendment. Without limiting the manner in which execution of this Second Amendment may be accomplished, execution by the parties may be effected by facsimile or electronic transmission (via PDF or other means) of a signature page of this Second Amendment executed by such party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year first above written.

DEVELOPER:

GRAND BOHEMIAN GREENVILLE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

CITY:

CITY OF GREENVILLE

By: _____
Name: _____
Its: _____

EXHIBIT “A”

PCI No. PCI00018 dated June 10, 2021

[See Attached]

[illegible]

BUDGET AMENDMENT						
BUDGET	Capital Projects Fund (ED Fund)		REQUESTED BY	Economic Development		
FISCAL YEAR	2021-22		DATE			
<u>INCREASE</u>			<u>DECREASE</u>			
<u>Description</u>			<u>Description</u>			
<u>Capital Projects Fund</u>						
Transfers Capital Projects		163,000				
Construction		163,000				
Explanation:	To appropriate \$163,000 in additional funding in the Capital Projects fund for the Grand Bohemian Hotel Development Agreement.					
DATE			APPROVED BY			
				City Council/City Manager Camilla Pitman/City Clerk		
FOR OMB POSTING PURPOSES ONLY						
<u>Budget Adjustments</u>		Increase (Decrease)	<u>Journal Entry</u>			
<u>Project Code</u>	<u>Account</u>	<u>Amount</u>	<u>Project Code</u>	<u>Account</u>		<u>Amount</u>
ED3510	341-0000-391.81-41	163,000	ED3500	341-9010-491.81-41	DR	163,000
ED3510	341-9010-411.68-04	163,000	ED3510	341-0000-391.81-41	CR	163,000
	Total	326,000		Total		326,000
	Prepared By					
	Posted By					
	Date			Number		



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

14a

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

☐ Ordinance/First Reading
 ☒ Ordinance/Second & Final Reading
 ☐ Resolution/First & Final Reading
 ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO AMEND SECTION 19-2.2.4, NEIGHBORHOOD MEETINGS, AND SECTION 19-2.2.7, PREPARATION OF STAFF REPORT, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO UPDATE THE NEIGHBORHOOD MEETING STANDARDS AND REQUIREMENTS FOR PUBLIC HEARING APPLICATIONS (Z-29-2021) (REVISED)

SUMMARY BACKGROUND:

Staff submits these text amendments to amend Section 19-2.2.4, Neighborhood meetings, and Section 19-2.2.7, Preparation of staff report, to clarify a neighborhood meeting is required for Planned Development or Flexible Review District rezoning, add the neighborhood meeting requirement for a multifamily or a Certificate of Appropriateness which includes a multifamily use, and add the neighborhood meeting requirement to an application that requires a public hearing and is a project for commercial and/or multi-family uses adjacent to single-family detached uses.

These changes are needed to maintain the premises of the Land Management Ordinance's purpose which, among other things, is to ensure compatibility between neighborhoods and surrounding uses as well as to create a more harmonious community.

These amendments are intended to enhance the quality of life of city residents by ensuring that commercial and multi-family developments are designed in a way that respects neighborhood concerns.

The City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed text amendments. The application was recommended for approval by a vote of 6-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Approval by a vote of 6-0.

IMPACT IF DENIED:

The text amendments will not be approved, and required neighborhood meetings will remain regulated by the existing standards of the Land Management Ordinance.

FINANCIAL IMPACT:

None

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Jay Graham

219319F5AC3C445...

City Attorney

DocuSigned by:

Michael S. Pitts

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DocuSigned by:

OMB Director

City Manager

John F. McDonough

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A N O R D I N A N C E

TO AMEND SECTION 19-2.2.4, NEIGHBORHOOD MEETINGS, AND SECTION 19-2.2.7, PREPARATION OF STAFF REPORT, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO UPDATE THE NEIGHBORHOOD MEETING STANDARDS AND REQUIREMENTS FOR PUBLIC HEARING APPLICATIONS (Z-29-2021)

WHEREAS, Chapter 19 of the Code of Ordinances of the City of Greenville, commonly referred to as the Land Management Ordinance (the “LMO”), contains regulations for the establishment of commercial uses, service and industrial uses, and multiple-family dwelling uses; and

WHEREAS, the city of Greenville (the “City”) provides municipal planning and land use services including, but not limited to, land development regulation, zoning, land use planning, permitting, and licensing of businesses and properties, which are vital to the public health, safety, welfare, and quality of life in the City; and

WHEREAS, the City recently adopted its decennial comprehensive plan, entitled GVL2040 (the “GVL2040”); and

WHEREAS, GVL2040 envisions Greenville’s future growth will be directed into higher density nodes or centers located throughout the City and connected by major corridors; and

WHEREAS, City Council desires to protect the character of existing single-family neighborhoods and quality of life for neighborhood residents; and

WHEREAS, GVL2040 recognizes the LMO required substantial revision in response to the rapid growth the City has experienced since the LMO was last revised almost 14 years ago; and

WHEREAS, GVL2040 calls for an immediate update to the City’s land management regulations and states this as the most critical step to take on the path toward implementation of the node and corridor growth framework; and

WHEREAS, the City has been faced with pressures created by multifamily and commercial development along the City’s major corridors that abut neighborhoods, as well as development of properties within existing neighborhoods; and

WHEREAS, the current LMO does not adequately protect neighborhoods from the impacts associated with concentrated development, including issues related to construction impact, noise, lighting, traffic, design, neighborhood character, height, massing, and form; and

WHEREAS, the City desires to modify Section 19-2.2.4, Neighborhood meetings, and Section 19-2.2.7, Preparation of staff report, of the Code of Ordinances of the City of Greenville (the “City Code”), as shown in the attached Exhibit A; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed text amendments, and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the proposed text amendments as proposed; and

WHEREAS, City Council finds the text amendments to be compatible with the City's Comprehensive Development Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Section 19-2.2.4, Neighborhood meetings, and Section 19-2.2.7, Preparation of staff report, of the City Code are hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A

Sec. 19-2.2. Common procedures.

[...]

19-2.2.4. *Neighborhood meetings.*

- (A) *General.* The purpose of the neighborhood meeting is to provide an opportunity for informal communication between applicants, occupants, and owners of nearby properties who may be affected by development proposals; to educate the occupants and owners about the proposed development and application; to receive comments and address concerns about the development proposal; and to resolve conflicts and outstanding issues, where possible.
- (B) *Neighborhood meeting encouraged.* Where not otherwise mandatory, a A neighborhood meeting is strongly encouraged for all applications requiring a public hearing prior to submission of an application, provided the neighborhood meeting is not required under Sec. 19-2.2.4(C). ~~Furthermore, the chairperson of the planning commission, design review board, or board of zoning appeals may, during a public hearing, direct an applicant to conduct a neighborhood meeting if it is determined that the application could potentially have negative land use, appearance, traffic, or other public facility impacts on neighboring properties. Upon receiving an application requiring a public hearing, the administrator may require an applicant to conduct a neighborhood meeting prior to a public hearing being scheduled if the administrator determines that:~~
- ~~(1) Pursuant to practice, the application is of a type that characteristically the chairperson of the subject decision making body has required to be the subject of a neighborhood meeting;~~
 - ~~(2) One or more property owners directly abutting the subject property has requested, via standard mail or email, a neighborhood meeting; or~~
 - ~~(3) Owners of 20 percent or more of the parcels within 500 feet of the subject property have requested, via standard mail or email, a neighborhood meeting.~~
- (C) ~~Neighborhood meeting required. Unless a waiver is granted by the administrator, a A~~ neighborhood meeting shall be required to be conducted prior to submission of the following public hearing applications:
- (1) Map amendment (rezoning), including PD (Planned Development) and FRD (Flexible Review District);
 - (2) Major subdivision;
 - (3) Special exception for: bed and breakfast inn;
 - (4) Multifamily or a Certificate of Appropriates which includes a multifamily use;
or
 - (5) Any application requiring a public hearing where the proposed project is commercial or multi-family in nature and abuts an existing single family detached use.
- (D) Notwithstanding the foregoing subsection and only with respect to applications requiring a public hearing, a neighborhood meeting may be required for a public hearing application under one or more of the following scenarios;

- (1) The chairperson of the planning commission, design review board, or board of zoning appeals may, during a public hearing, direct an applicant to conduct a neighborhood meeting if it is determined that the application could potentially have negative land use, appearance, traffic, or other public facility impacts on neighboring properties;
 - (2) The administrator may require an applicant to conduct a neighborhood meeting prior to a public hearing being scheduled if the administrator determines that:
 - (a) One or more property owners directly abutting the subject property has requested, via standard mail or email, a neighborhood meeting; or
 - (b) Owners of 20 percent or more of the parcels within ~~500~~ 1,000 feet of the subject property have requested, via standard mail or email, a neighborhood meeting;
- (~~E~~) *Procedure.* If a neighborhood meeting is convened, it should generally comply with the following procedures:
- (1) *Time and place.* The neighborhood meeting should be held during the hours of 6:00 p.m. to 9:00 p.m., Monday through Friday, at a place that is generally accessible to occupants of property in close proximity to the land subject to the application. Meetings may be held at a time and day different from above at the neighborhood's request. Meetings shall be held at least eight calendar days prior to the scheduled public hearing. Failure to do so may result in delay or denial of the application.
 - (2) *Notification.* The applicant shall provide notification of the neighborhood meeting a minimum of ~~five business~~ ten calendar days in advance of the meeting by first class mail to: all owners and occupants within ~~500~~ 1,000 feet of the land subject to the application; any neighborhood organization that represents citizens within that area; the planning staff; and the review board. The notification shall state the time and place of the meeting.
 - (3) *Conduct of meetings.* At the neighborhood meeting, the applicant shall explain the development proposal and application; answer questions; and, address the ways in which to resolve the attendees' concerns. Within two days of the meeting, the applicant shall provide the city a list of those in attendance with a summary of the attendee's concerns.
 - (4) *Attendance.* It is strongly encouraged that the applicant, property owner or designated agent, owners and occupants within ~~500~~ 1,000 feet of the land subject to the application, any neighborhood organization that represents citizens within that area, city staff, and any other persons that are directly affected by the proposal or their designated representatives, be in attendance at the neighborhood meeting.

[...]

19-2.2.7. *Preparation of staff report.* After an application is determined sufficient, the administrator shall refer the application to the appropriate staff and any other review agencies for comment, review the application, and for applications requiring a public hearing, prepare a written staff report. The staff report shall be provided to the applicant and made available to the public within a reasonable amount of time before the scheduled public hearing on the application. The staff report shall include a staff analysis, staff comments, staff recommendation that the reviewing body approve (in whole or in part), approve with conditions, approve with modifications, or disapprove the application, any

pertinent issues, comments or concerns raised at neighborhood meeting (if one is held), and any other items of similar context or pertinent for the approving body to take into consideration during deliberations. Conditions for approval may also be recommended to eliminate any areas of noncompliance or to mitigate any adverse effects of the development proposal.

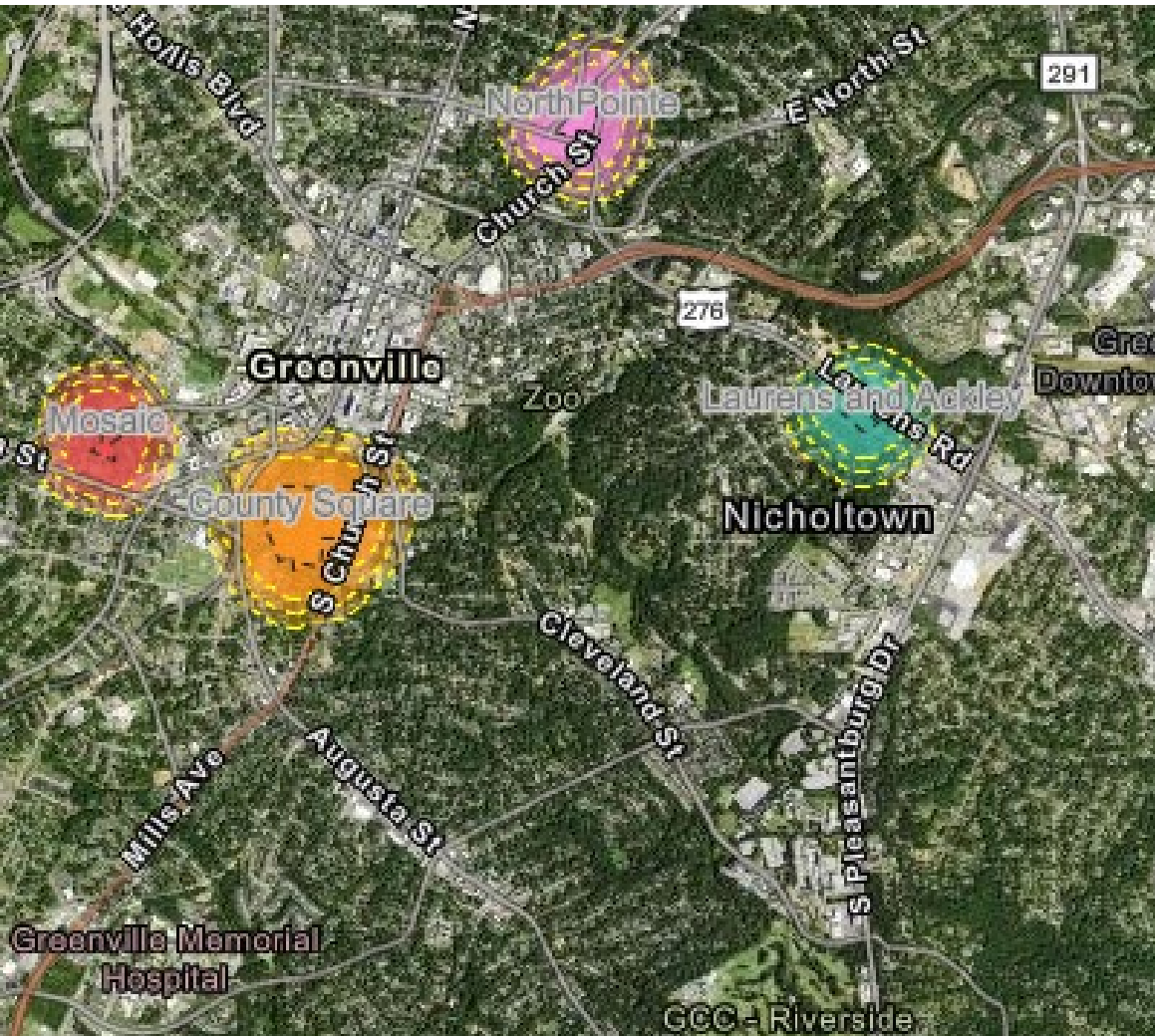
[...]

Protecting Neighborhoods Text Amendment Updates

August 23, 2021

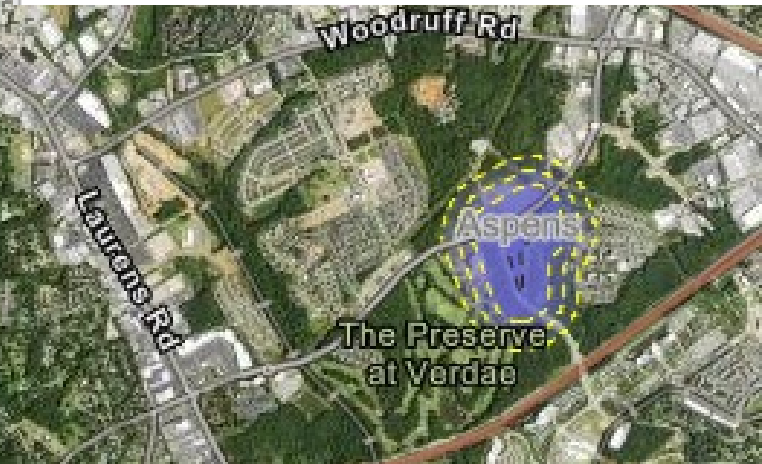


Property Notification Analysis

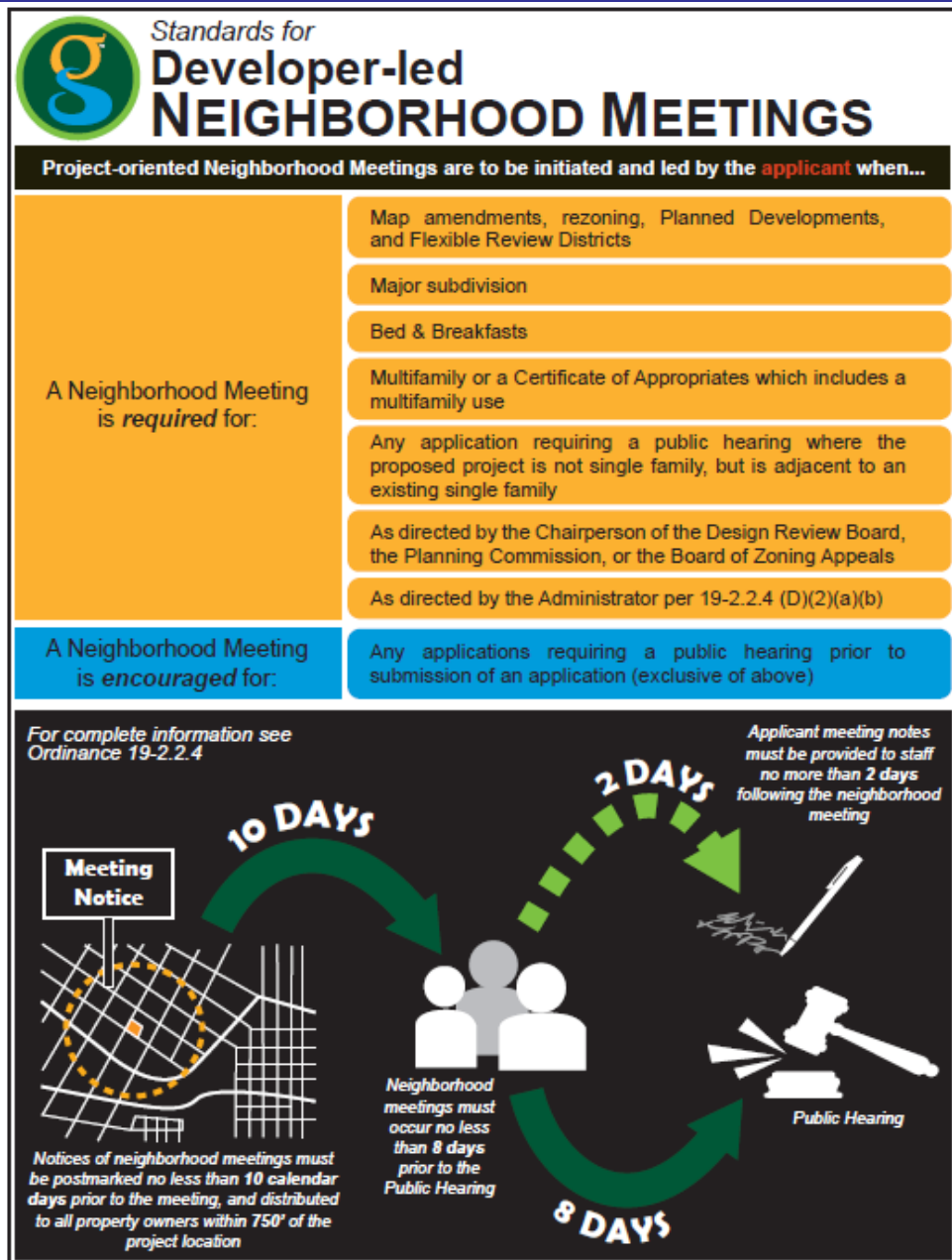


Number of Parcels within Buffer Radius

	500FT	750FT	1,000FT
Aspens	13	25	29
NorthPointe	106	220	390
Laurens and Ackley	124	220	317
Mosaic	170	292	424
County Square	203	320	521



Property Notification Analysis



Z-29-2021 | Text Amendment

APPLICANT

City of Greenville

REQUEST

TEXT AMENDMENT to Section(s) 19-2.2.4 and 19-2.2.7 of the City's Land Management Ordinance to update the neighborhood meeting standards and requirements for public hearing applications

NEIGHBORHOOD MEETINGS



Current Ordinance

Currently, a neighborhood meeting is only required for a rezoning request, major subdivision or special exception for a bed and breakfast inn.

[Sections 19-2.2](#)

Proposed Change Z-29-2021

We propose expanding the neighborhood meeting requirement to multi-family uses and any application that requires a public hearing, where the proposed project abuts an existing single-family detached use. The amendment also strongly encourages attendance at these meetings and establishes appropriate elements to include within the staff report.

[View the proposed change](#)
[Comment on this proposal](#)



CITY COUNCIL

STAFF RECOMMENDATION

- Recommend approval of text amendment

PLANNING COMMISSION RECOMMENDATION

- Recommend approval with staff comments of text amendment by a vote of 6-0 at their July 15, 2021 regular meeting

Text Amendment Updates – Questions and Discussion

August 23, 2021





REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council

FROM: John F. McDonough, City Manager

Agenda Item No.

15a

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

AN ORDINANCE TO ANNEX APPROXIMATELY 0.536 ACRE OF REAL PROPERTY, LOCATED AT GLADYS DRIVE (IN FRONT OF TAX MAP NUMBER 0260000100400) (AX-3-2021)

SUMMARY BACKGROUND:

Flournoy Development Group, owner of real property consisting of approximately 10.67 acres located at Congaree Road (Tax Map Number 0260000100400), applied for annexation of approximately 0.536 acre of property currently dedicated and in use as street right-of-way maintained by Greenville County into the city of Greenville.

The South Carolina Code of Laws allows for the annexation of part of any street under the control of another jurisdiction, upon prior consent in writing of the public agency in control of the right-of-way area to be annexed. The City received written consent from the Greenville County Engineering and Maintenance Department on May 25, 2021, to allow the annexation of the Property and to transfer road maintenance responsibility of the Property to the City.

The City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed annexation. The application was recommended for approval by a vote of 6-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Approval by a vote of 6-0

IMPACT IF DENIED:

The Property will not be annexed and rezoned.

FINANCIAL IMPACT:

The Property annexed by this Ordinance shall be subject to an intergovernmental agreement with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Jonathan Graham

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OMB Director

City Attorney

DocuSigned by:

[Signature]

3E0F2A207E2D413...

DocuSigned by:

John McDonough

FDC2AC15040F440...

City Manager

A N O R D I N A N C E

TO ANNEX APPROXIMATELY 0.536 ACRE OF REAL PROPERTY LOCATED AT GLADYS DRIVE (IN FRONT OF TAX MAP NUMBER 0260000100400) (AX-3-2021)

WHEREAS, Flournoy Development Group, owner of real property consisting of approximately 10.67 acres located at Congaree Road (Tax Map Number 0260000100400), applied for annexation of approximately 0.536 acre of property currently dedicated and in use as street right-of-way maintained by Greenville County into the city of Greenville (the "Property"); and

WHEREAS, South Carolina Code of Laws Section 5-3-110 allows for the annexation of part of any street that is under the control of another jurisdiction or agency with the prior consent in writing of said jurisdiction or agency; and

WHEREAS, the Greenville County Engineering and Maintenance Department is currently responsible for the roads under Greenville County jurisdiction and maintenance; and

WHEREAS, the city of Greenville received written consent from the Greenville County Engineering and Maintenance Department on May 25, 2021, to allow the annexation of the Property and to transfer road maintenance responsibility of the Property to the City as provided in Exhibit C; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed annexation, and the Commission recommended approval of the proposed annexation; and

WHEREAS, City Council has reviewed the application and the recommendations of the Planning Commission and has found the proposed annexation to be compatible with the City's Comprehensive Development Plan; and

WHEREAS, City Council has determined that annexation of the property would promote the City's policy of planned growth and development;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property is hereby annexed into the corporate limits of the city of Greenville. The Property is identified more particularly on the attached Exhibits A and B, providing the annexation plat and Property description. The Property shall be publicly maintained by the City, remain unzoned right-of-way, and shall be included in City Council District 4.

Upon annexation, the Property shall become subject to the City's jurisdiction for the rendition of all municipal services, and all official maps regarding flood and storm water control shall be amended to include the Property in such manner as the City Engineer determines to be in compliance with the criteria set forth in the City's Flood Plan Management Regulations, as from time to time amended.

The Property annexed by this Ordinance shall be subject to an intergovernmental agreement with Wade Hampton Fire District and Metropolitan Sewer Subdistrict and governed by their terms.

This Ordinance shall take effect upon second and final reading and shall be effective for the 2021 tax year.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

[illegible]

EXHIBIT B

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN GREENVILLE COUNTY, SOUTH CAROLINA, CONTAINING 0.536 ACRES, AND HAVING THE FOLLOWING BEARING AND DISTANCES TO WIT:

BEGINNING AT AN IRON PIN OLD 3/4" CRIMP TOP LOCATED ON THE NORTHEASTERN RIGHT OF WAY OF GLADYS DRIVE AND THE EXISTING CITY LIMITS LINE, 358.5'± FROM THE SOUTHEASTERN RIGHT OF WAY OF WOODS CROSSING ROAD, THENCE RUNNING ALONG THE NORTHEASTERN RIGHT OF WAY OF GLADYS DRIVE AND THE EXISTING CITY LIMITS LINE, S31°16'50"E 599.56 FEET TO AN IRON PIN OLD 5/8" SOLID ROD, THENCE CROSSING GLADYS DRIVE, S58°55'08"W 39.20 FEET TO A POINT LOCATED ON THE SOUTHWESTERN RIGHT OF WAY OF GLADYS DRIVE, THENCE RUNNING ALONG THE SOUTHWESTERN RIGHT OF WAY OF GLADYS DRIVE, N31°04'52"W 153.03 FEET TO AN IRON PIN OLD 3/4" OPEN TOP, THENCE N30°58'00"W 99.95 FEET TO AN IRON PIN OLD 5/8" REBAR BENT W/NAIL, THENCE N31°35'28"W 346.45 FEET TO A POINT, THENCE CROSSING GLADYS DRIVE, N58°43'10"E 40.00 FEET TO THE POINT OF BEGINNING

EXHIBIT C

Ross Zelenske

From: Gamble, Hesha <HGamble@greenvillecounty.org>
Sent: Tuesday, May 25, 2021 11:35 AM
To: Ross Zelenske
Cc: Nichols, Melanie; Wunder, Kimberly; Walters, Kurt
Subject: RE: Re[6]: General Encroachment Permit Application - Gladys Drive

Importance: High

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

I'm sorry Ross, I thought you had been copied on my reply with the Attorney's Office. The County is fine with this annexation, and based on the percentage of road frontage this tract has plus the addition of on-street parking, we would recommend that the City take maintenance of the entire length of Gladys Drive.

From: Ross Zelenske [mailto:rzelenske@greenvillesc.gov]
Sent: Tuesday, May 25, 2021 9:37 AM
To: Gamble, Hesha
Subject: RE: Re[6]: General Encroachment Permit Application - Gladys Drive

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hesha,

Just checking in on the status of this request.

Thanks,



Ross Zelenske
Development Planner | Planning & Development Services
rzelenske@greenvillesc.gov | www.greenvillesc.gov
Phone: 864-467-4251

From: Gucker, Paula <PGucker@greenvillecounty.org>
Sent: Monday, May 17, 2021 5:09 PM
To: Gamble, Hesha <HGamble@greenvillecounty.org>
Cc: Ross Zelenske <rzelenske@greenvillesc.gov>
Subject: FW: Re[6]: General Encroachment Permit Application - Gladys Drive

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Ross,

Hesha can assist you with this. We have a staff member that handles relinquishments and she works for Hesha.

Thank you Hesha

Paula

*Paula G. Gucker
Assistant County Administrator for Community Planning, Development and Public Works
Suite 3800 County Square
pgucker@greenvillecounty.org
(864) 467-7007*

*Please wear a mask when visiting our office.
If you forget yours, we have one for you. Thank you
for your understanding and for helping us keep our
employees and visitors safe.*

From: Ross Zelenske <rzelenske@greenvillesc.gov>
Sent: Monday, May 17, 2021 4:52 PM
To: Gucker, Paula <PGucker@greenvillecounty.org>
Cc: Clint Link <clink@greenvillesc.gov>
Subject: FW: Re[6]: General Encroachment Permit Application - Gladys Drive

Paula,

Please pass along this email to the right person as needed. I need some guidance on how to get the process started to obtain consent from Greenville County on this annexation request.

We have received an annexation application to incorporate a portion of Gladys Drive, a county maintained road, into the city limits. The abutting property, PIN 0260000100400, was annexed in early 2014, but did not include this ROW. It is my understanding that the applicant wishes to create on-street parking on this road, which only the city would consent to. As such, the city would need to assume maintenance to this portion of road and cannot do so without annexation.

Since this application only involves road right of way, state law indicates that the County must consent to this application.

SECTION 5-3-110. Annexation of right-of-way area of street lying beyond but abutting on corporate limits.

Whenever the whole or any part of any street, roadway, or highway has been accepted for and is under permanent public maintenance by a city, a county, or the Department of Transportation, that portion of any right-of-way area not exceeding the width thereof lying beyond but abutting on the corporate limits of the city may be annexed to and incorporated within the city by adoption of an ordinance so declaring, without necessity for election of any sort, upon prior consent in writing of any public agency other than the city engaged in maintenance of the right-of-way area to be annexed. Consent on behalf of the Department of Transportation may be given by the director. Consent on behalf of any county may be given by its county commissioners, county board of directors, or other local county agency or governing body having jurisdiction over county roads.

HISTORY: 1962 Code Section 47-18.2; 1971 (57) 299; 1993 Act No. 181, Section 60; 2000 Act No. 250, Section 3.

Please let me know what steps I need to communicate to the applicant and any timeline considerations.



Ross Zelenske

Development Planner | Planning & Development Services
rzelenske@greenvillesc.gov | www.greenvillesc.gov
 Phone: 864-467-4251

From: David Graffius <dgraffius@grayengineering.com>
Sent: Friday, May 14, 2021 10:34 AM
To: Ross Zelenske <rzelenske@greenvillesc.gov>
Cc: Kris Kurjiaka <kkurjiaka@greenvillesc.gov>; Clint Link <clink@greenvillesc.gov>
Subject: Re[6]: General Encroachment Permit Application - Gladys Drive

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or opening attachments.

Hi Ross,

Following up on the below email. We have a signed application and survey plat attached requesting the annexation of a portion of Gladys Drive fronting the Woods Crossing Apartments project. I believe the city schedule shows a deadline for May 17th, so please let me know if we can make it in that cycle. Please let me know if you have any questions with this application.

Thank you,
 David Graffius

----- Original Message -----

From: "Ross Zelenske" <rzelenske@greenvillesc.gov>
To: "David Graffius" <dgraffius@grayengineering.com>
Cc: "Kris Kurjiaka" <kkurjiaka@greenvillesc.gov>; "Clint Link" <clink@greenvillesc.gov>
Sent: 3/29/2021 3:42:28 PM
Subject: RE: Re[4]: General Encroachment Permit Application - Gladys Drive

David,

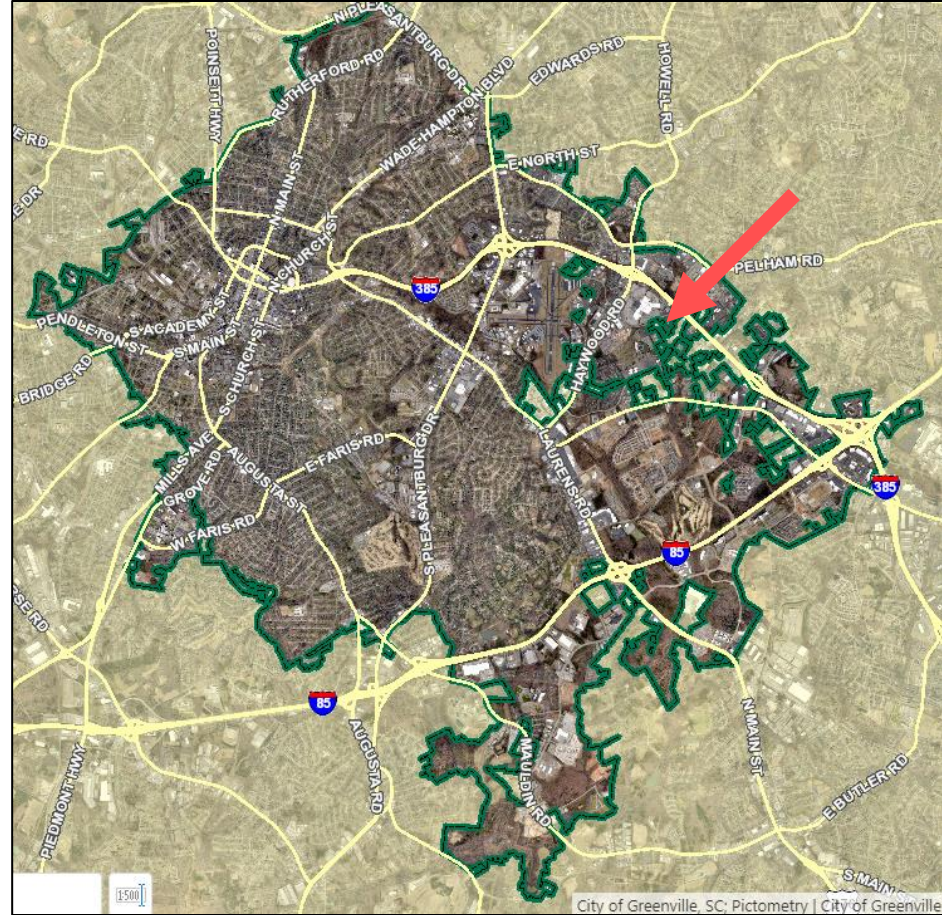
Annexation information, including applications and deadlines can be found [here](#).

APPLICANT

Flournoy Development Group

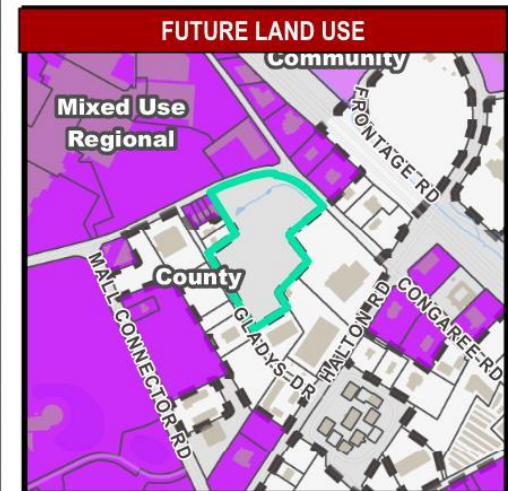
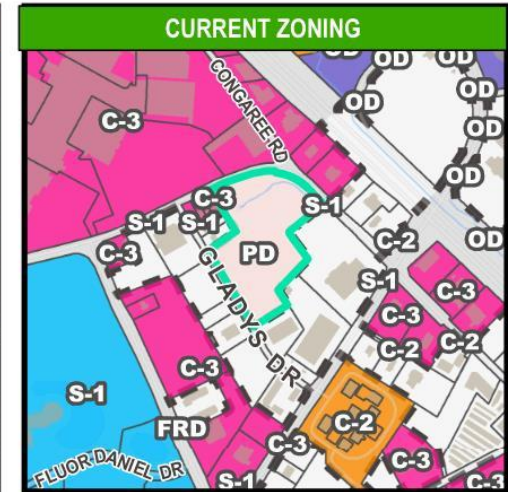
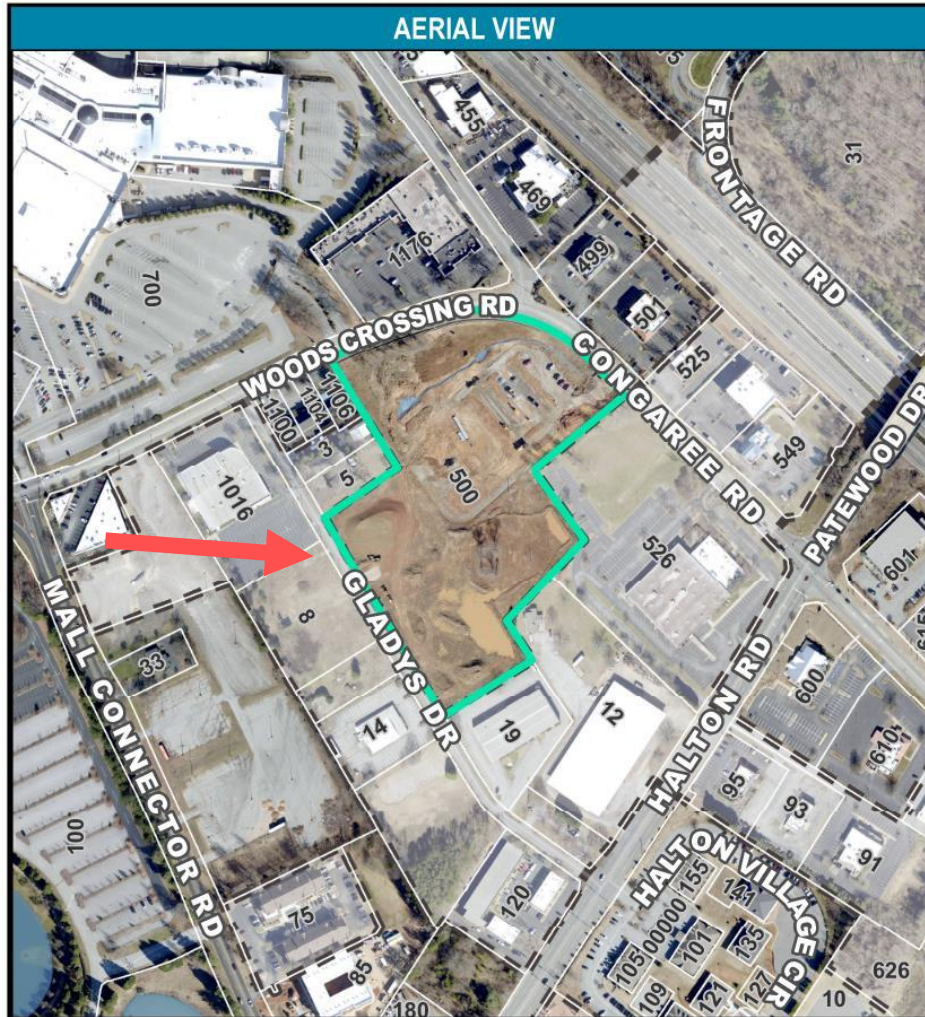
REQUEST

ANNEXATION of 0.536 acre of street right-of-way of **GLADYS DR** from Greenville County to the City of Greenville (in front of TM# 0260000100400)



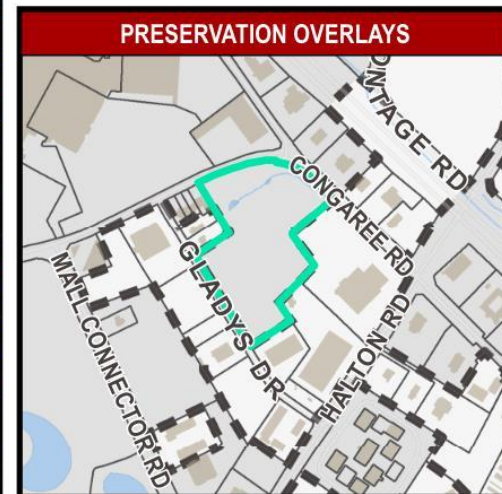
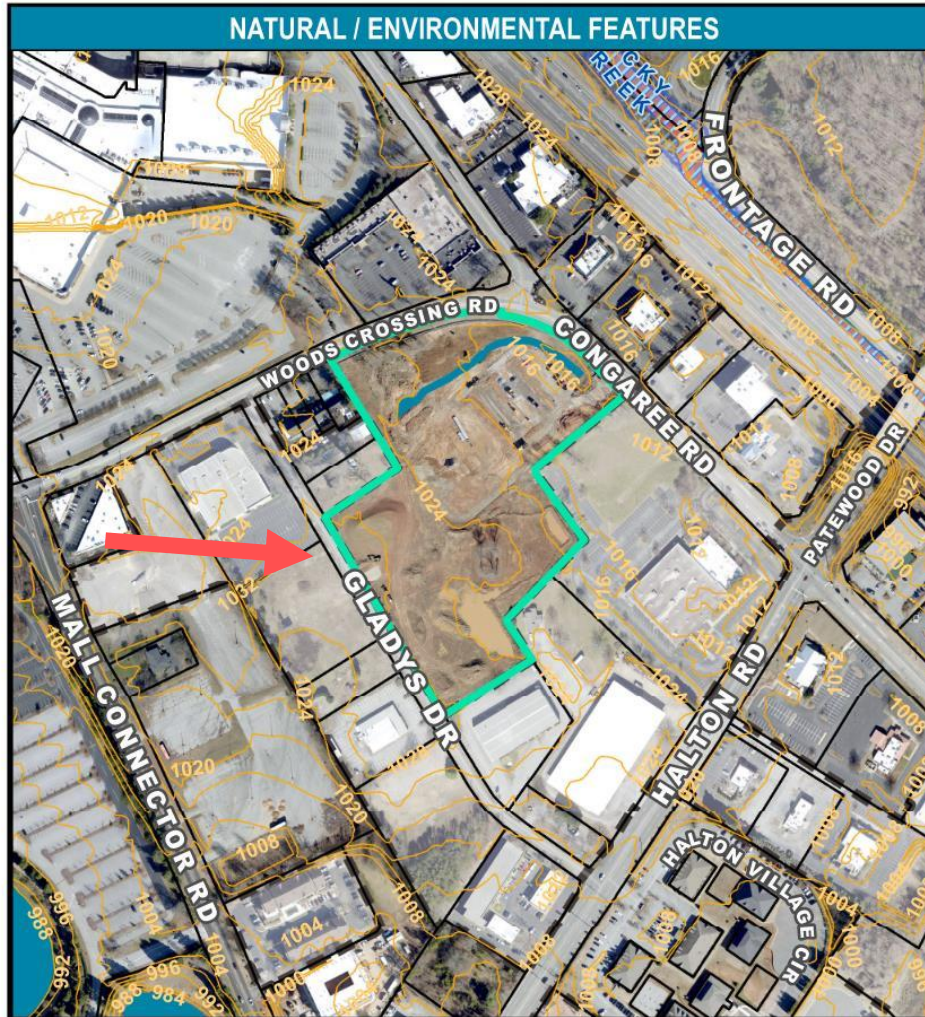
AX-3-2021 | Gladys Dr

AX-3-2021

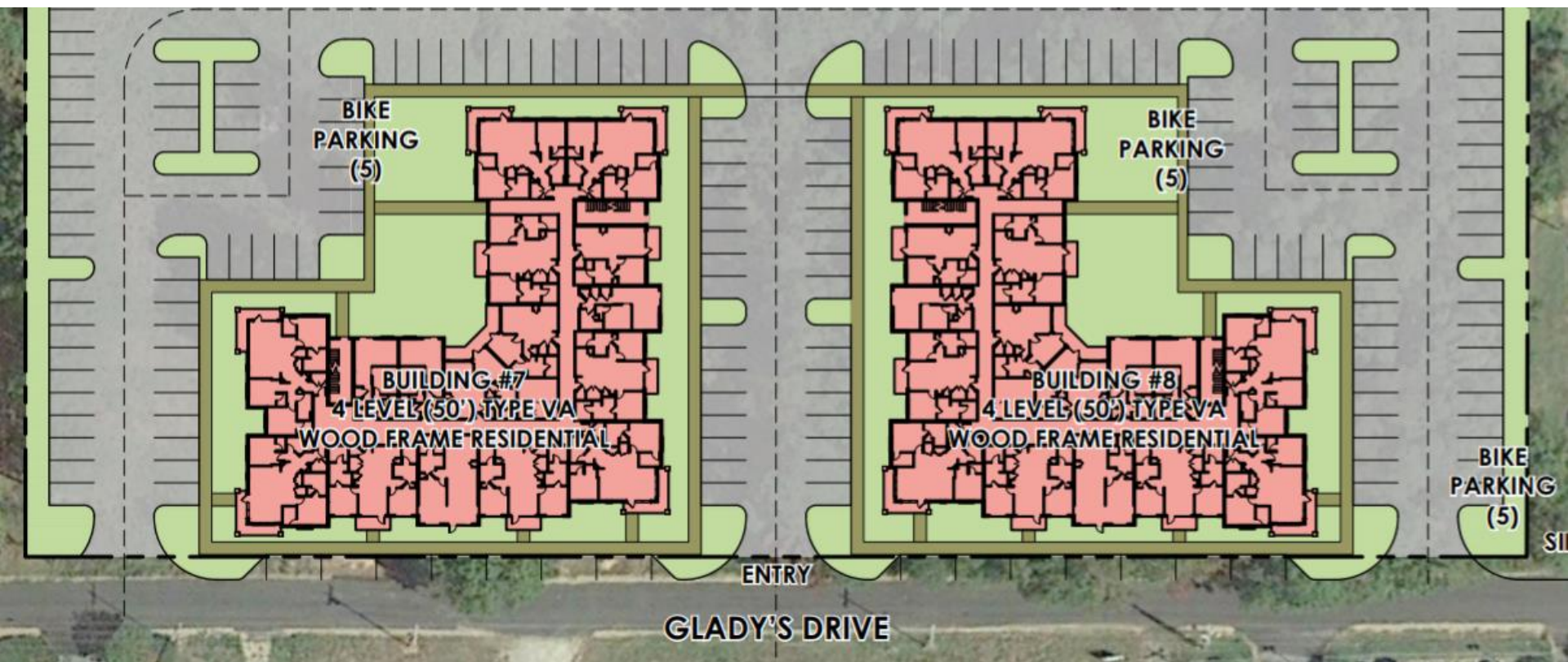


AX-3-2021 | Gladys Dr

AX-3-2021



Approved Woods Crossing PD Plan

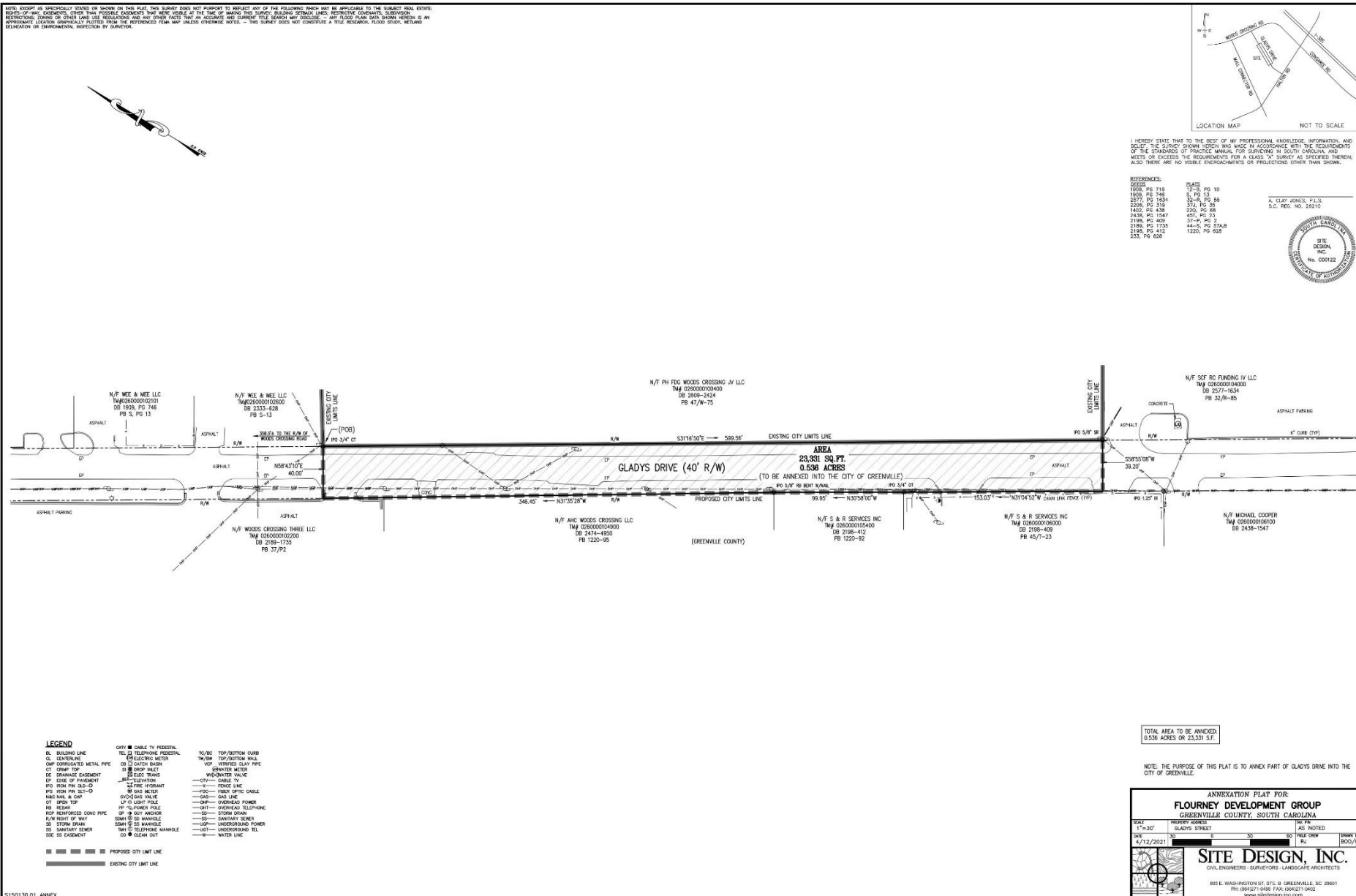


Approved Woods Crossing PD Plan



AX-3-2021 | Gladys Dr

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. - ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. - THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR.



S150130.01 ANNEX

STAFF RECOMMENDATION

Recommend approval with staff comments of annexation and Future Land Use designation of Regional Mixed-use.

PLANNING COMMISSION DECISION

Recommend approval with staff comments by a vote of 6-0.



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

15b

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO REZONE APPROXIMATELY 13.97 ACRES OF REAL PROPERTY LOCATED AT NORTH PLEASANTBURG DRIVE, SKYVIEW DRIVE, AND WINTERBERRY COURT FROM C-3, REGIONAL COMMERCIAL DISTRICT, TO OD, OFFICE AND INSTITUTIONAL DISTRICT (TAX MAP NUMBERS: 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, AND 0269000101109) (Z-26-2021)

SUMMARY BACKGROUND:

Greenville Technical College, owner of property consisting of approximately 13.97 acres located at North Pleasantburg Drive, Skyview Drive, and Winterberry Court, (Tax Map Numbers 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, and 0269000101109), applied to the City Planning Commission and City Council to rezone the Property from C-3, Regional commercial district, to OD, Office and institutional district.

The City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed rezoning. The application was recommended for approval by a vote of 6-0.

Planning Staff Recommendation: Approve

Planning Commission Recommendation: Approval by a vote of 6-0

IMPACT IF DENIED:

The Property will not be rezoned.

FINANCIAL IMPACT:

None

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Jonathan Graham

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City Attorney

DocuSigned by:

[Signature]

3E0F2A207E2D413...

DocuSigned by:

OMB Director

City Manager

John McDonough

FDC2AC13040F440...

A N O R D I N A N C E

TO REZONE APPROXIMATELY 13.97 ACRES OF REAL PROPERTY LOCATED AT NORTH PLEASANTBURG DRIVE, SKYVIEW DRIVE, AND WINTERBERRY COURT FROM C-3, REGIONAL COMMERCIAL DISTRICT, TO OD, OFFICE AND INSTITUTIONAL DISTRICT (TAX MAP NUMBERS: 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, AND 0269000101109) (Z-26-2021)

WHEREAS, Greenville Technical College, owner of property consisting of approximately 13.97 acres located at North Pleasantburg Drive, Skyview Drive, and Winterberry Court, (Tax Map Numbers 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, and 0269000101109) (collectively the "Property"), applied to the City Planning Commission and City Council to rezone the Property from C-3, Regional commercial district, to OD, Office and institutional district; and

WHEREAS, the City Planning Commission, pursuant to public notice, held a public hearing on July 15, 2021, to consider the proposed rezoning, and the Commission recommended approval of the proposed zoning designation of OD, Office and institutional district; and

WHEREAS, City Council finds the OD, Office and institutional district, to be compatible with the City's Comprehensive Development Plan and with the zoning of surrounding properties;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the Property shall be rezoned from C-3, Regional commercial district, to OD, Office and institutional district. The attached map shown as Exhibit A and prepared by the City of Greenville Planning and Development, is incorporated by reference for purposes of identifying the location of the Property. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

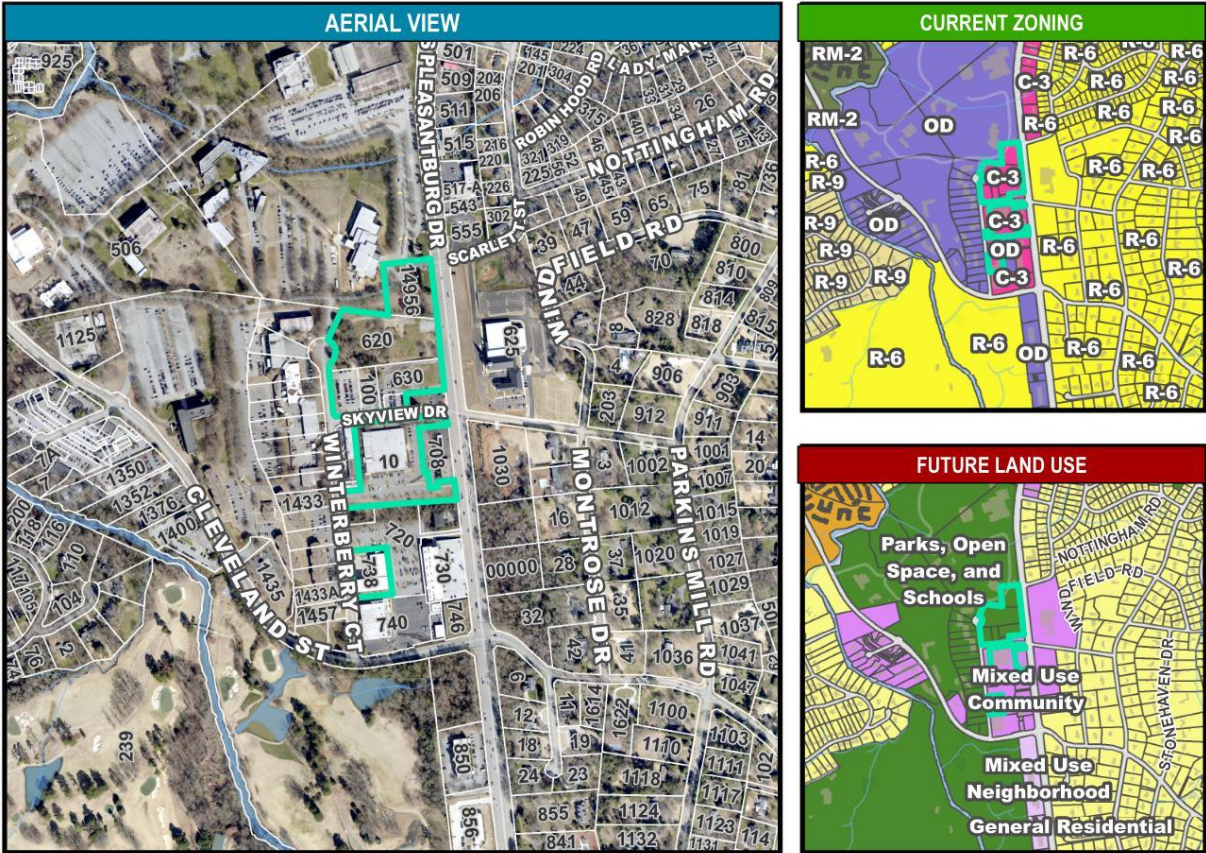
CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A

Z-26-2021 • S. PLEASANTBURG DRIVE AND SKYVIEW DRIVE



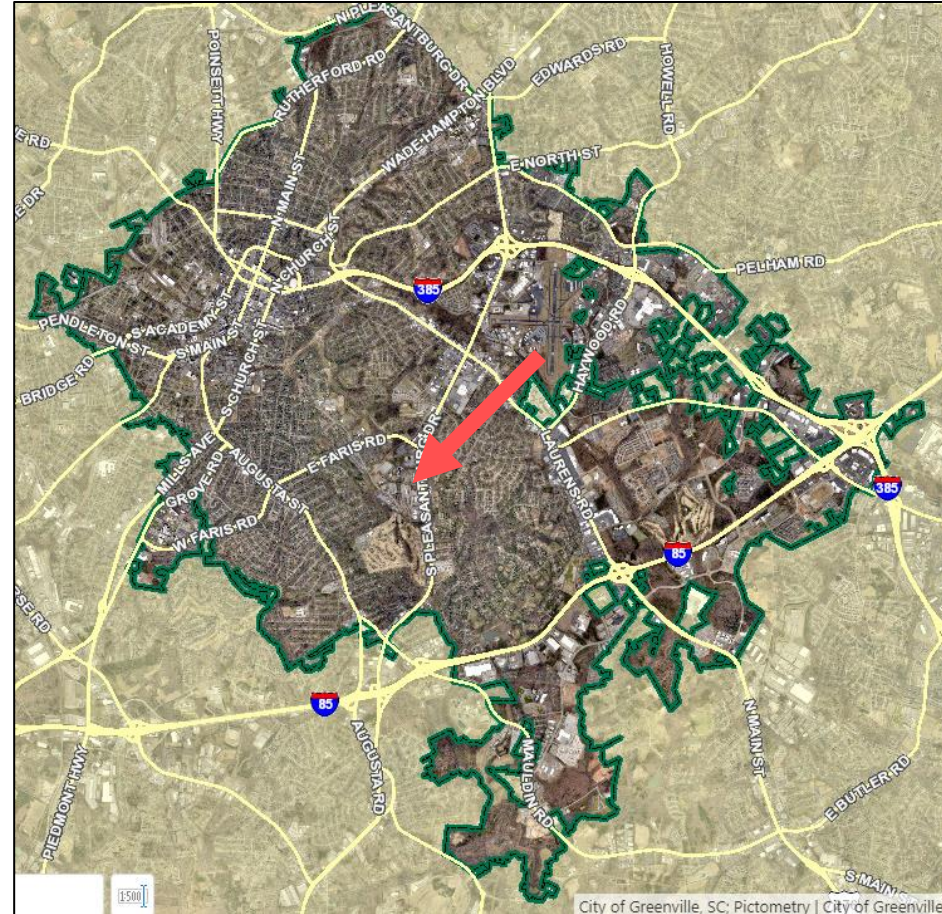
Z-26-2021 | N Pleasantburg Dr and Skyview Dr

APPLICANT

Greenville Technical College

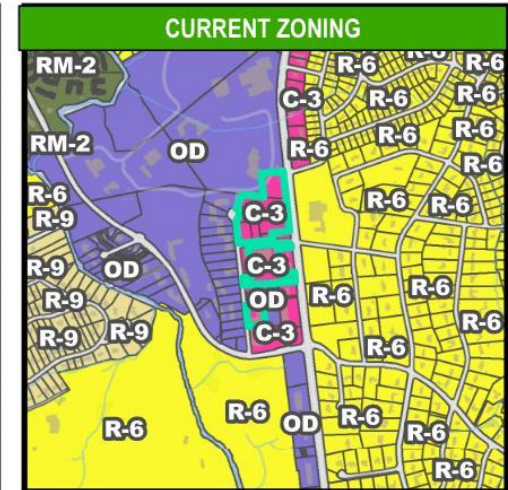
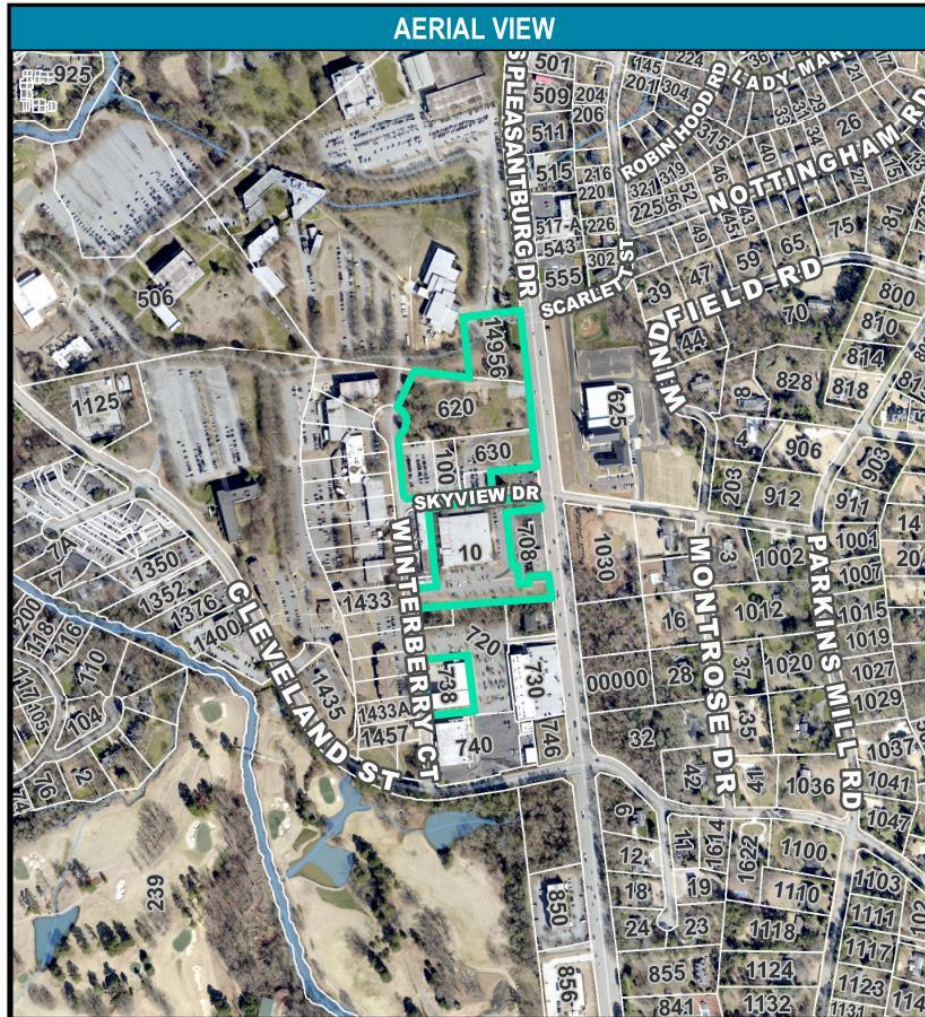
REQUEST

REZONE of 13.97 acres located at **N PLEASANTBURG DRIVE, SKYVIEW DRIVE, AND WINTERBERRY COURT** from C-3, Regional commercial district, to OD, Office and institutional district (TM# 00267000100306, 0269000101104, 0269000101107, 0269000101102, 0269000103101, 0269000103601, 0269000108800, 0269000101109)



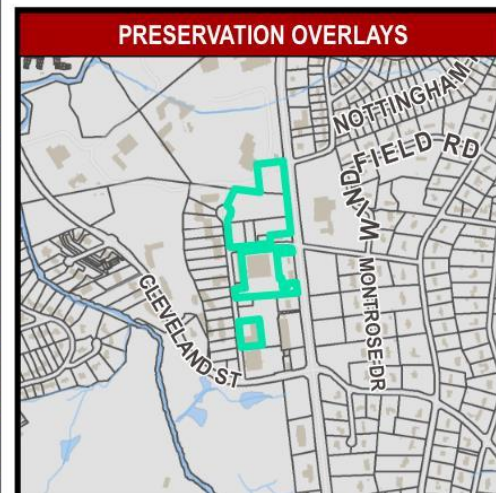
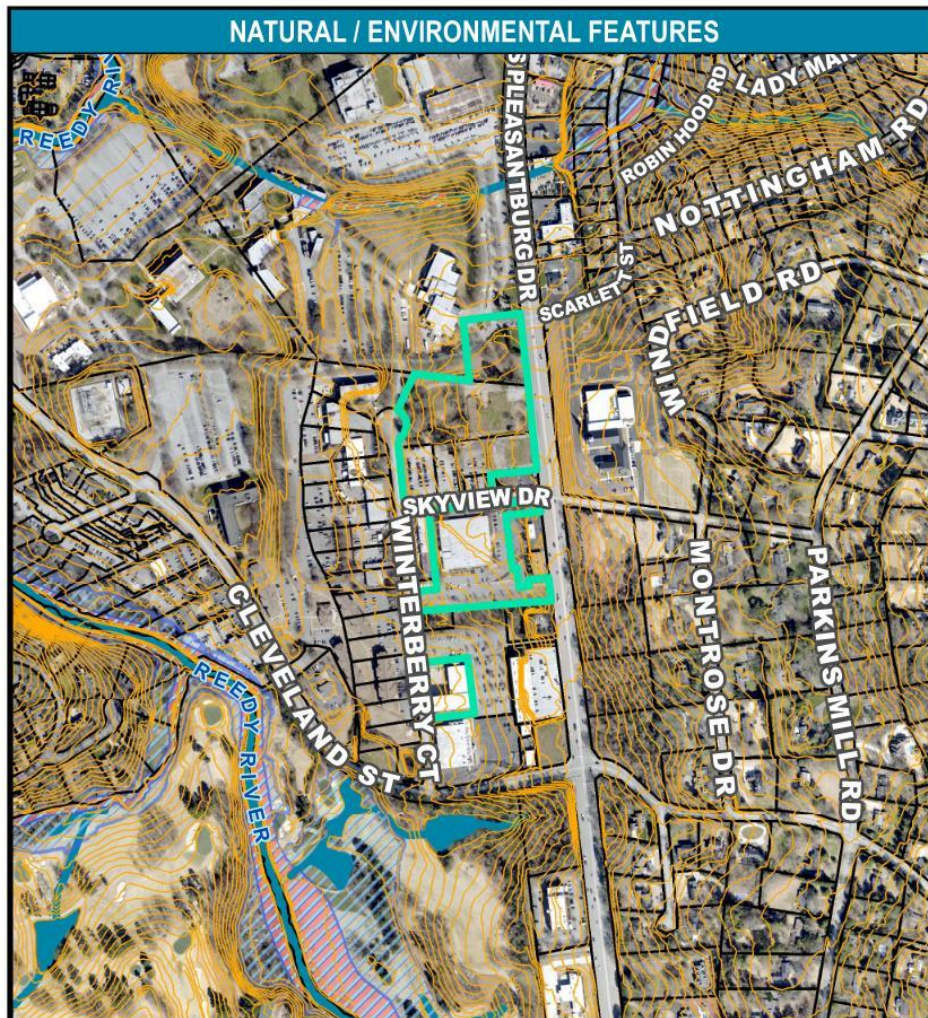
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Z-26-2021 • S. PLEASANTBURG DRIVE AND SKYVIEW DRIVE

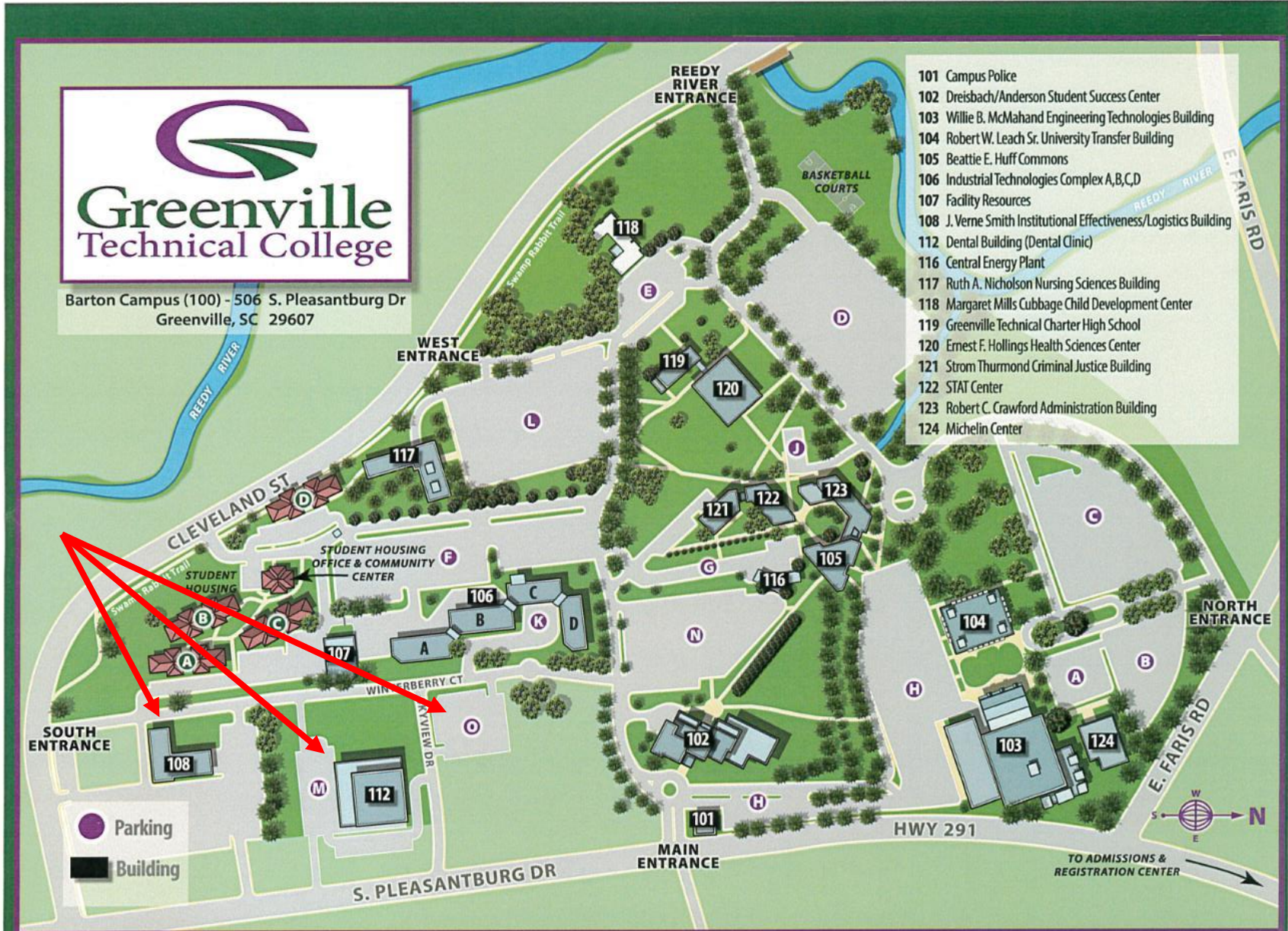


Z-26-2021 | N Pleasantburg Dr and Skyview Dr

Z-26-2021 • S. PLEASANTBURG DRIVE AND SKYVIEW DRIVE



Z-26-2021 | N Pleasantburg Dr and Skyview Dr



STAFF RECOMMENDATION

Recommend approval with staff comments of rezone to OD and to maintain Future Land Use designations of Corridor Mixed-use and Campus - Institutional.

PLANNING COMMISSION DECISION

Recommend approval with staff comments by a vote of 6-0.



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

15c

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO ENTER INTO A DEVELOPER'S AGREEMENT BETWEEN MERRILL GARDENS AT GREENVILLE, LLC AND THE CITY OF GREENVILLE FOR PUBLIC IMPROVEMENTS

SUMMARY BACKGROUND:

Merrill Gardens at Greenville, LLC (the "Developer") owns property located on the southern side of Academy Street, known as 200 Academy Street and further identified as Tax Map number 0056000700200 (the "Property") and plans to construct on the Property a senior living residential complex consisting of apartments, parking areas, and landscaping (the "Project"). The City has identified a need to upgrade and/or relocate its stormwater infrastructure in and around the Property in order to meet the needs of existing and future development. As part of the aforementioned needed stormwater improvements, the City desires to upsize the storm main in front of the Property and install a new stormwater line to replace the existing stormwater line running under Academy Street and through the Property and obtain easements from the Developer for such stormwater line, which such easements shall also allow the placement of sewer lines if desired by the City in the future. The City has been planning for the aforementioned improvements for some time in order to address stormwater drainage capacity issues in the drainage basin where the Project is located and these improvements will benefit both upstream and downstream properties in the stormwater basin where the Property is located.

IMPACT IF DENIED:

The City will not enter into a Developer's Agreement with Merrill Gardens at Greenville, LLC for the public improvements.

FINANCIAL IMPACT:

\$477,230 The City will use previously appropriated capital funds for the public improvements.

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Dave Derrick

AB48CE3623CF4C1...

OMB Director

City Attorney

DocuSigned by:

[Signature]

9507732075502413...

DocuSigned by:

John McDonough

FBC2AC15040F440...

City Manager

A N O R D I N A N C E

TO ENTER INTO A DEVELOPER'S AGREEMENT BETWEEN MERRILL GARDENS AT GREENVILLE, LLC AND THE CITY OF GREENVILLE FOR PUBLIC IMPROVEMENTS

WHEREAS, Merrill Gardens at Greenville, LLC (the "Developer") owns property located on the southern side of Academy Street, known as 200 Academy Street and further identified as Tax Map number 0056000700200 (the "Property"); and

WHEREAS, the Developer plans to construct on the Property a senior living residential complex consisting of apartments, parking areas, and landscaping (the "Project"); and

WHEREAS, the City has identified a need to upgrade and/or relocate its stormwater infrastructure in and around the Property in order to meet the needs of existing and future development; and

WHEREAS, as part of the aforementioned needed stormwater improvements, the City desires to upsize the storm main in front of the Property and install a new stormwater line to replace the existing stormwater line running under Academy Street and through the Property and obtain easements from the Developer for such stormwater line, which such easements shall also allow the placement of sewer lines if desired by the City in the future; and

WHEREAS, the City has been planning for the aforementioned improvements for some time in order to address stormwater drainage capacity issues in the drainage basin where the Project is located; and

WHEREAS, these improvements will benefit both upstream and downstream properties in the stormwater basin where the Property is located; and

WHEREAS, the City anticipates the realization of savings of public funds for the cost of the stormwater improvements which benefits the City and its citizens; and

WHEREAS, in furtherance of the foregoing, the City and the Developer desire to enter into a Developer's Agreement for Public Improvements (the "Developer's Agreement") in substantially the same form as attached hereto and incorporated herein as Attachment 1;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

Section 1. City Council hereby approves the Developer's Agreement and authorizes the City Manager to execute same. Minor changes and modifications to the Developer's Agreement are authorized as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action, to allow for a final version mutually acceptable to the parties; said minor changes and modifications shall be approved by the City Manager and the City Attorney. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review and further action before the final execution, if Council so chooses.

Section 2. City Council hereby approves the use of previously appropriated capital funds in the amount of \$477,230 for the public improvements.

Section 3. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

ATTACHMENT 1

Page 1

STATE OF SOUTH CAROLINA)	CITY OF GREENVILLE AND MERRILL GARDENS
)	AT GREENVILLE, LLC.
)	
COUNTY OF GREENVILLE)	DEVELOPER'S AGREEMENT
)	

This DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this the _____ day of _____, 2021 by and between the CITY OF GREENVILLE, a municipal corporation under the laws of South Carolina (the "City"), and MERRILL GARDENS AT GREENVILLE, LLC, (the "Owner").

WHEREAS, the Owner is the owner of property located on the southern side of Academy Street, known as 200 Academy Street and further identified as Tax Map number 0056000700200 (the "Property") as more fully set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Owner plans to construct on the Property a senior living residential complex consisting of apartments, parking areas and landscaping (the "Project"); and

WHEREAS, the City has identified a need to upgrade and/or relocate its stormwater and sewer infrastructure in and around the Property in order to meet the needs of existing and future development; and

WHEREAS, The Owner has obtained for its benefit a temporary construction easement for the construction of the Improvements (as that term is defined below) from the owner of the property identified as TMS Nos 0056000300100 & 0056000401800 (the "Owner Third Party Temporary Easement"); and

WHEREAS, the City has obtained for its benefit a permanent stormwater easement for the operation and maintenance of the Improvements (as that term is defined below) from the owner of the property identified as TMS Nos 0056000300100 & 0056000401800 as more fully described in Exhibit B attached hereto and incorporated herein (the "City Third Party Easement"), in a form and substance reasonably satisfactory to Owner, and has appropriated the funds necessary to fulfill its reimbursement obligations under Section 2(a) of this Agreement; and

WHEREAS, as part of the aforementioned needed stormwater improvements the City desires to upsue the storm main in front of the Property and install a new stormwater line to replace the existing stormwater line running under Academy Street and through the Property and obtain easements from the Owner for such stormwater line, which easement shall also allow the placement of sewer lines if desired by the City in the future; and

WHEREAS, the City has been planning for the aforementioned improvements for some time in order to address stormwater drainage capacity issues in the drainage basin where the Project is located; and

WHEREAS, these improvements will benefit both upstream and downstream property in the stormwater basin where the Property is located; and

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WHEREAS, by entering into this Agreement with the Owner the City anticipates the realization of significant savings of public funds for the cost of the stormwater improvements.

NOW THEREFORE, in consideration of and for the mutual exchange of promises herein set forth, and intending to be legally bound thereby, the City and the Owner do hereby covenant and agree as follows:

1. *Owner Contributions and Commitments:*

- (a) *Improvements and additional temporary easement rights.* In the event the Owner Third Party Temporary Easement is not sufficient to enable the construction of the Improvements (as that term is defined is below), the Owner shall obtain additional temporary easement rights from the third party at the Owner's sole expense. The Owner shall upsize the storm main at the front of the Property and construct a storm water line serving the Project as well as the other properties in the vicinity thereto at its initial expense, then reimbursed by the City pursuant to Section 2(a) of this Agreement. The storm water improvements to be completed by the Owner shall consist of approximately 350 feet of new 48" HPDE line, 3 storm drain inlets and 100 feet of 54" jack and bore under Academy Street—all as more fully set forth in Exhibit C attached hereto and incorporated herein (the "Improvements"). The Improvements are to be completed according to all permitting and other requirements of the City, the South Carolina Department of Health and Environmental Control ("SCDHEC") and the South Carolina Department of Transportation ("SCDOT").
- (b) *Compliance with Laws.* Construction and operation of the Improvements will be done in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the development, use or condition of the Property and any improvements constructed thereon including, without limitation, all environmental laws, building codes and zoning requirements then in effect.
- (c) *[Intentionally Deleted].*
- (d) *No Joint Venture.* The City is acting in its governmental capacity in an effort to improve the City's street scaping and to improve and expand the City's storm water infrastructure. The City shall have no control over the Project beyond its normal permitting and approval processes. Accordingly, the parties acknowledge that no joint venture is intended or created by this agreement and expressly disclaim same.
- (e) *Indemnification.* The Owner shall indemnify, defend and hold harmless the City, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to, the Improvements, or this Agreement, excluding claims to the extent resulting from the gross negligence or willful misconduct of the City, its officers, officials and/or employees. This indemnification obligation shall survive for a period of five (5) years following the acceptance of the Improvements by the City in accordance with Section 2(a) below.

- (f) *Insurance Requirements* The Owner shall, or shall cause its General Contractor to, procure and maintain insurance for the duration of this Agreement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by Owner, its agents, representatives or employees. Such insurance shall be in the following minimum amounts:

Minimum Coverages and Limits:

1.	General Liability	\$1,000,000 per occurrence
2.	Automobile Liability	\$1,000,000 per occurrence
3.	Workers' Compensation	Statutory Limits
4.	Employer's Liability	\$500,000/\$500,000/\$500,000
5.	Environmental / Pollution Liability	\$1,000,000 per occurrence

Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement. Further, it shall be an affirmative obligation upon Owner to advise City's Risk Manager via email at inscerts@greenvillesc.gov within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The General Liability policy is to contain or be endorsed to name City, its officers, officials, agents and employees as additional insureds as respects the liability arising out of the activities performed under this Agreement. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor shall maintain Workers' Compensation Insurance for all of Owner's employees who are in any way connected with the performance under this Agreement. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the City, its officers, officials, agents and employees.

Owner and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise approved by City; and Owner shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of City.

- (g) *Easement.* Upon completion of the Improvements by the Owner and acceptance of same by the City, the Owner shall convey a perpetual non-exclusive easement to the City in recordable form 25 feet in width (and centered on the new HPDE line) in order for the City to (a) access, operate and maintain the Improvements and (b) install future sewer lines adjacent thereto in a form acceptable to the City. Such easement shall

Page 4

contain language obligating the City to use commercially reasonable efforts to minimize and repair any damage it may cause to the surface of the Property due to the exercise of the City's rights thereunder. Further, the City shall provide a release of any storm water easement it may have with respect to the existing storm water lines the Improvements are intended to replace, it being understood that the City shall retain any easements within the location of the existing storm water lines needed for the existing wastewater line. A form of such easement is attached hereto as Exhibit D.

2. *City Contributions and Commitments:*

- (a) *Project Participation.* The City agrees to participate in the amount of up to Four Hundred Seventy-Seven Thousand Two Hundred Thirty and 00/100 Dollars (\$477,230) for reimbursement of Owner's costs (both hard costs and soft costs) for design and construction of the Improvements. However, it is understood that above amount does not include rock excavation, hazardous material removal from the site or other unforeseen issues which increase Owner's costs, which such items shall also be paid by the City. The City and the Owner further agree that if any hazardous material is encountered, immediate notification will be given to the City and the work shall immediately cease. Either party may terminate this Agreement at that point without further liability or obligation (other than the City to pay for work performed prior to the work stoppage). All hazardous materials will be processed per Federal, State, and local requirements with associated costs to be reimbursed by the City for a mutually agreed upon price. Subject to Section 2(c) below, all costs associated with other unforeseen issues shall be reimbursed by the City at Owner's cost. The City agrees that the amount due under this Agreement shall be paid to the Owner within forty five (45) days following the City's acceptance of the Improvements. It is understood that acceptance shall not take place until there is confirmation by the City that the Improvements were constructed based on plans approved by the City and in accordance with this Agreement provided further that said acceptance and confirmation shall not be unreasonably withheld, conditioned or delayed.
- (b) *[Intentionally Left Blank]*
- (c) *City Review and Approval of Costs Incurred by Owner as a Condition Precedent to Reimbursement.* No reimbursement payment shall be provided to the Owner without detailed substantiation of the actual costs incurred for the design and construction of the Improvements and approval of the same by the City. At a minimum, such detail shall include the schedule of values submitted to the Owner by any design professional and by any other contractor performing design, construction or other services necessary for the completion of the Improvements. The City may make reasonable requests for additional substantiation in establishing compliance with the Agreement. With respect to unforeseen conditions encountered by Owner, as contemplated above in Section 2(a), the parties shall use best efforts to confer and agree upon the scope and cost of any such work before it is undertaken by Owner.

3. *Reimbursements subject to standard of Reasonableness.* Those costs which are to be reimbursed or paid as consideration by the City must be reasonably incurred and substantiated in accordance with City of Greenville Procurement Procedures III (J) as more fully set forth in Exhibit E, attached hereto and incorporated herein, applicable to public-private partnerships. The Owner's

Page 5

procurement practices therefore shall adhere to principles of fairness, efficiency, and value for the use of public funds, and must provide for competitiveness, even though bids may not be necessary.

4. *No Assignment Without Consent.* Prior to completion of the duties set forth herein, neither the City nor the Owner is authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, City does acknowledge and agree that the Owner will be utilizing a general contractor to perform the work on the Project. This Agreement is binding upon successors and assigns.

5. *Modification.* No modification, amendment or waiver of any provision of the Agreement shall be binding upon the parties unless the same shall be in writing and agreed to by both parties. Minor modifications can be made by the City Manager on behalf of the City.

6. *Merger of Negotiations.* All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless the same shall be in writing and contained in the Agreement.

7. *Applicable Law.* The Agreement is entered into under the laws of South Carolina. The Agreement shall be construed in accordance with the laws of South Carolina.

8. *Notice.* All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Greenville
Attention: City Manager
206 S. Main Street
P.O. Box 2207
Greenville, SC 29602
Phone: 864.467.5700

With a copy to:
City of Greenville
Attention: Clint Link
206 S. Main Street
P.O. Box 2207
Greenville, SC 29602
Phone: 864.467.4400

OWNER:

Merrill Gardens at Greenville, LLC
c/o Pillar Properties
Attn: William D. Pettit III
1938 Fairview Ave. E. #300
Seattle, WA 98102
Phone: 206.676.5300

Page 6

With a copy to:
Rhys Hefta, Esq.
K&L Gates LLP
925 Fourth Avenue #2900
Seattle, WA 98104-1158
Phone: 206.370.7675

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the Agreement by providing below the signature of their authorized officers.

WITNESSES:

CITY OF GREENVILLE

BY: _____
John F. McDonough, City Manager

WITNESSES: _____ _____	MERRILL GARDENS AT GREENVILLE, LLC
	By: MG Greenville JV, LLC, its sole member
	By: R.D. Merrill Real Estate Holdings, LLC, its manager
	By: _____ Name: _____ Title: _____
	By: _____ Name: _____ Title: _____

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STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GREENVILLE)

The forgoing instrument was acknowledged before me this ____ day of _____,
2020, by _____ as _____ of CITY OF GREENVILLE.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF _____)
) ACKNOWLEDGEMENT
COUNTY OF _____)

The forgoing instrument was acknowledged before me this ____ day of _____,
2020, by _____ as _____ and _____ as
_____ of R.D. Merrill Real Estate Holdings, LLC, Manager of MG Greenville JV,
LLC, sole member of MERRILL GARDENS AT GREENVILLE, LLC.

Notary Public for South Carolina
My Commission Expires: _____
DEVELOPMENT AGREEMENT

Page 8

From: MERRILL GARDENS AT GREENVILLE, LLC
To: CITY OF GREENVILLE

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Economic Development Director

OMB Director

Parks & Recreation Director

Risk Manager

Public Works Director

Purchasing Administrator

SCHEDULE OF EXHIBITS

- A. Legal Description
- B. Third Party Easement Detail
- C. Storm Water Plans
- D. Form of Easement
- E. City of Greenville Procurement Procedures III (J)

EXHIBIT "A"
Legal Description

All that certain piece, parcel or tract of land, situate, lying and being in Greenville County, South Carolina containing 2.168 acres as shown and designated on that certain plat by Site Design, Inc. dated February 23, 2018, entitled "ROAD ABANDONMENT AND RECOMBINATION SURVEY FOR MILL VILLAGE, LLC GREENVILLE COUNTY, SOUTH CAROLINA" recorded in the Office of the Register of Deeds for Greenville County, SC on June 25, 2018 in Plat Book 1308 at Page 76, reference being made to said plat for a more complete metes and bounds description thereof.

AND

ALL that certain piece, parcel, or tract of land containing approximately 0.072 of an acre situate, lying, and being in Greenville County, State of South Carolina, and being shown on the South Carolina Department of Transportation Plans for US Route 123 Relocation, File Number 23.540, Sheets 16 and 17 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of the Southern side of US Highway 123 and the Western side of Southern Railway Company and running 88.05 feet along a curve with a radius of 780.60 feet and a chord course and distance of South 86 degrees 00 minutes 28 seconds East and 88.00 feet to an iron pin; thence running South 82 degrees 46 minutes 36 seconds East 228.40 feet to an iron pin; thence running South 07 degrees 13 minutes 24 seconds West 22 feet to an iron pin; thence running North 82 degrees 46 minutes 36 seconds West 96.40 feet to a 3/4" iron pin with open top bent; thence running North 52 degrees 11 minutes 24 seconds West 39.55 feet to a 1/2" rebar; thence running North 87 degrees 47 minutes 20 seconds West 97.10 feet to a 1/2" rebar; thence running North 87 degrees 00 minutes 02 seconds West 27.72 feet to a 1/2" rebar; thence running South 04 degrees 54 minutes 45 seconds West 3.96 feet to a 3/4" iron pin with crimp top; thence running North 82 degrees 57 minutes and 44 seconds West 51.17 feet to a 3/4" iron pin with a crimp top; thence running South 51 degrees 05 minutes 33 seconds West 4.61 feet to a 3/4" iron pin open top; thence running North 39 degrees 38 minutes 18 seconds West 9.41 feet to the Point of Beginning.

Being known and designated as "Tract A" 3,141 Sq. Ft., 0.072 Acres, on a plat by Site Design, Inc., dated September 21, 2020, entitled "SURVEY FOR MERRILL GARDENS AT GREENVILLE, LLC GREENVILLE COUNTY, SOUTH CAROLINA".

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Exhibit "B"

RESOLUTION OF THE BOARD OF TRUSTEES

OF

THE SALVATION ARMY

A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT this Corporation, THE SALVATION ARMY, A GEORGIA CORPORATION, is in good standing in the State of Georgia. For the purpose of furnishing documentary evidence of and making authoritative decisions or signing documents on behalf of The Salvation Army, A Georgia Corporation for the construction easement on property located at 424 Westfield Street, Greenville, South Carolina:


THEREFORE, be it known that:

Willis Howell, President
or
Ralph Bukiewicz, Vice President
or
James Seiler, Treasurer/Assistant Secretary
or
Astruberto Flores, Assistant Treasurer
or
Leon Ferraez, Secretary
or
Melanie Mathis Brackett, Assistant Secretary

are authorized, directed and empowered to issue, sign and deliver any and all documents, as the act and deed of this corporation as set forth in Article 3, Paragraph 4 of the Certificate of Incorporation and By-Laws.

I, Melanie Mathis Brackett, Assistant Secretary of The Salvation Army, A Georgia Corporation, do hereby certify that the foregoing is a true and correct Resolution adopted by the Board of Trustees of said Corporation at a meeting held on this the 8th of July 2021.

IN WITNESS WHEREOF I have hereunto set my hand officially and affixed the seal of this Corporation on this 8th of July 2021.


Assistant Secretary

Sworn to and subscribed before me on this 8th of July 2021.


Notary Public

WILLENE SEARCY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
03-05-2023

CHARLESTON\800659v15

STATE OF SOUTH CAROLINA)	STORM DRAINAGE EASEMENT
)	TMS No. 0056000300100
COUNTY OF GREENVILLE)	and TMS No. 0056000401800

KNOW ALL PERSONS BY THESE PRESENTS:

1. That THE SALVATION ARMY, a Georgia corporation (the "Grantor"), in consideration of the payment by Grantee in the amount of **Forty-four Thousand and No/00 Dollars (\$44,000.00)**, the receipt and sufficiency of which is hereby acknowledged, does, subject to limitations shown below, hereby grant, bargain, sell, and convey unto the CITY OF GREENVILLE (the "Grantee"), a municipal corporation and political subdivision of the State of South Carolina exempt from recording fees under S.C. Code Ann., §12-24-40(2), its successors and assigns forever, a permanent perpetual easement (the "Easement"), along and over that certain portion of the Property located in the City of Greenville, County of Greenville, State of South Carolina, that is more particularly described as follows:

ALL those certain pieces, parcels and strip of land designated as **Storm Drain Easement Area 1, containing 775 Sq.Ft., 0.018 Acres** and **Storm Drain Easement Area 2, containing 376 Sq.Ft., 0.009 Acres**, (the "Easement Area"), on a plat entitled, "Storm Sewer Easement Exhibit for City of Greenville," prepared by Site Design, Inc., dated April 8, 2021 and recorded in the Register of Deeds Office for Greenville County in Plat Book _____ at Page _____. Reference to said plat is hereby made for the metes and bounds thereof.

2. Grantor hereby warrants that Grantor is legally qualified and capable of granting an easement with respect to the Easement Area described herein.

3. This Easement conveys to Grantee, its successors and assigns, the following: the right and privilege of entering the Easement Area, and to construct, maintain and operate within the limits of same, a storm drainage conveyance system, which may include, but is not limited to, a channel, pipelines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying storm drainage (hereinafter the "System"), but does not include retaining walls, walls and fences, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the opinion of the Grantee, endanger or injure the System or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

4. Grantor shall maintain and use the Easement Area, provided that such maintenance and use by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Easement Area by the Grantee for the purposes herein mentioned, and that no use shall be

CHARLESTON\800659v15

made of the Easement Area that would, in the opinion of the Grantee, injure, endanger or render inaccessible the System or its appurtenances.

5. No building or structure shall be erected over the Easement Area nor so close thereto as to impose any load thereon to the System. In the event a building or other structure should be erected contiguous to said Easement Area, no claim for damages shall be made by the Grantor, its heirs, personal representatives, successors and assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of the System or its appurtenances, or any accident or mishap that might occur therein or thereto.

6. Grantor understands this Easement will be recorded in the public land records of Greenville County, South Carolina and shall run with the land.

7. TO HAVE AND TO HOLD, subject to limitations shown above, all and singular the right to the CITY OF GREENVILLE, South Carolina, its successors and assigns, and Grantor hereby binds itself, its heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against itself and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 8th day of July, 2021.

WITNESSES:

Tina King-Kitchen

[Signature]
Witness 1

[Signature]
Witness 2

THE SALVATION ARMY, a Georgia corporation
(Grantor)

By: [Signature] (SEAL)

Print Name: JAMES K. SEILER, TREASURER

ITS: _____

STATE OF GEORGIA

COUNTY OF Fulton

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of Georgia, certify that the within named Grantor, by and through its duly authorized signatory, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of July, 2021.

[Signature]

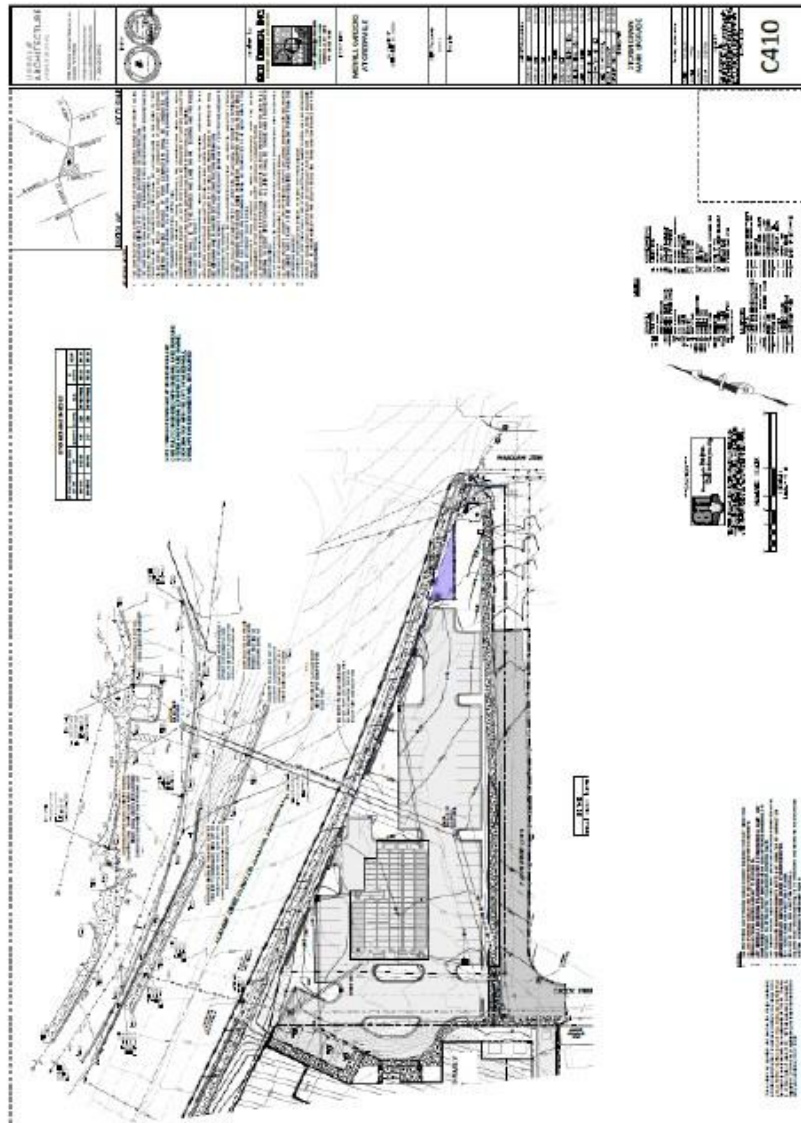
Notary Public for Georgia

Print Name: WILLENE SEARCY

My Commission Expires: 03-05-2023

WILLENE SEARCY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
03-05-2023

Exhibit "C"



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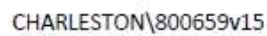


Exhibit "D"

FORM OF EASEMENT

STATE OF SOUTH CAROLINA)	STORM DRAINAGE EASEMENT
)	TMS No. 0056000700200
COUNTY OF GREENVILLE)	

KNOW ALL PERSONS BY THESE PRESENTS:

1. That MERRILL GARDENS AT GREENVILLE, LLC (the "Grantor"), in consideration of the easement granted herein, the receipt and sufficiency of which is hereby acknowledged, does, subject to limitations shown below, hereby grant, bargain, sell, and convey unto the CITY OF GREENVILLE (the "Grantee"), a municipal corporation and political subdivision of the State of South Carolina exempt from recording fees under S.C. Code Ann., §12-24-40(2), its successors and assigns forever, a permanent perpetual easement (the "Easement"), along and over that certain portion of the Property located in the City of Greenville, County of Greenville, State of South Carolina, that is more particularly described as follows:

ALL those certain pieces, parcels and strip of land designated as "Storm Drain Easement Area", (the "Easement Area"), on a plat entitled, "Storm Sewer Easement Exhibit for City of Greenville," prepared by Site Design, Inc., dated July 14, 2021 and attached hereto as Exhibit A.

2. Grantor hereby warrants that Grantor is legally qualified and capable of granting an easement with respect to the Easement Area described herein.

3. This Easement conveys to Grantee, its successors and assigns, the following: the right and privilege of entering the Easement Area, and to maintain and operate within the limits of same, a storm drainage conveyance system, which may include, but is not limited to, pipelines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying storm drainage (hereinafter the "System") and to construct, maintain and operate within the limits of same, a sewer conveyance system, which may include, but is not limited to pipelines, manholes and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying sewage (herein after, the "Sewer Lines"), but does not include pump stations, retaining walls, walls, fences, or other surface improvements and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the opinion of the Grantee, endanger or injure the System, the Sewer Lines or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to above (the "Property") for the purpose of exercising the rights herein granted; provided that the failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

4. Except in cases of emergencies, Grantee shall provide two (2) weeks advance notice to Grantor prior to entering the Property.

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5. Following completion of any construction or maintenance on the System or Sewer Lines, Grantee will cause to be removed from the Easement Area and Property all debris, surplus material and construction equipment, and shall restore the physical condition of the Easement Area and Property to a condition as nearly comparable as commercially reasonably possible to that existing before construction and maintenance operations were commenced or, alternatively, a lesser condition satisfactory to Grantor.

6. Grantee shall use commercially reasonable efforts to minimize interference with or damage to the Property.

7. Grantee covenants that all work performed with the Easement Area shall be done in compliance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the development, use or condition of the Property and any improvements constructed thereon including, without limitation, all environmental laws, building codes and zoning requirements then in effect.

8. Except as otherwise set forth herein, Grantor shall maintain and use the surface of the Easement Area, provided that such maintenance and use by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Easement Area by the Grantee for the purposes herein mentioned, and that no use shall be made of the Easement Area that would, in the opinion of the Grantee, injure, endanger or render inaccessible the System, the Sewer Line or its appurtenances. Notwithstanding the foregoing, Grantee agrees that Grantor is entitled to construct a parking lot in the Easement Area and Grantee agrees that the System and Sewer Lines will be designed, constructed and maintained in a manner that permits use of the surface area of the Easement Area as a parking lot (including designing the System and Sewer Lines such that they can accommodate the weight of motor vehicle not exceeding 40,000 lbs GVW parked on top thereof) and further agrees that Grantor shall not be liable for any damage caused to the System or Sewer Lines due to the ordinary use of the Easement Area for such parking. The foregoing notwithstanding, the Grantor shall use commercially reasonable efforts to phase construction of the project on the Property such that the curb and guttering and top layer of asphalt on the parking lot is not constructed before the System and Sewer Lines are installed.

9. No building or structure shall be erected over the Easement Area nor so close thereto as to impose any load thereon to the System or Sewer Lines except as otherwise set forth herein. In the event a building or other structure should be erected contiguous to said Easement Area, no claim for damages shall be made by the Grantor, its heirs, personal representatives, successors and assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of the System or its appurtenances, or any accident or mishap that might occur therein or thereto, except as otherwise set forth herein. Notwithstanding the foregoing, Grantee agrees that Grantor is entitled to construct a parking lot in the Easement Area and Grantee agrees that the System will be designed, constructed and maintained in a manner that permits use of the surface area of the Easement Area as a parking lot (including designing the System such that it can accommodate the weight of motor vehicle 40,000 lbs parked on top thereof) and further agrees that Grantor shall not be liable for any damage caused to the System due to the ordinary use of the Easement Area for such parking. The foregoing notwithstanding, the Grantor shall use commercially reasonable efforts to phase construction of the project on the Property such that in such a manner that the curb and guttering and top layer of asphalt on the parking lot is not constructed before the System and Sewer Lines are installed.

10. This Easement shall not become effective until (a) Grantor has constructed and Grantee has accepted the System in accordance with the terms of that certain Developer's Agreement between Grantor and Grantee (which such agreement, if not already approved and executed, is expected to be approved and executed in the near future) and (b) Grantee has released any storm water easement it may have with respect to the existing storm water lines the System is intended to replace, including without

limitation Grantee's easement over that area designated as "Existing Sanitary Sewer & Storm Drain Easement", (the "Existing Easement"), on a plat entitled, "Storm Sewer Easement Exhibit for City of Greenville," prepared by Site Design, Inc., dated July 14, 2021 and attached hereto as Exhibit A (it being agreed that the Grantee shall be entitled to retain any easement rights with respect to Sanitary Sewer in this area). Grantor understands this Easement will be recorded in the public land records of Greenville County, South Carolina and shall run with the land.

11. TO HAVE AND TO HOLD, subject to limitations shown above, all and singular the right to the CITY OF GREENVILLE, South Carolina, its successors and assigns, and Grantor hereby binds itself, its heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against itself and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this _____ day of _____, 20_____.

WITNESSES:	MERRILL GARDENS AT GREENVILLE, LLC
_____	By: MG Greenville JV, LLC, its sole member
_____	By: R.D. Merrill Real Estate Holdings, LLC, its manager
	By: _____
	Name: _____
	Title: _____
	By: _____
	Name: _____
	Title: _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ and _____ as _____ of R.D. Merrill Real Estate Holdings, LLC, Manager of MG Greenville JV, LLC, sole member of MERRILL GARDENS AT GREENVILLE, LLC.

[SEAL]

Notary Public for _____
Print Name: _____
My Commission Expires: _____

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[illegible]

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Exhibit "E"

CITY OF GREENVILLE PROCUREMENT PROCEDURES III (J)

Development Agreements. Whenever the City enters into an agreement with a private developer as a means of coordinating a private project with the provision of public services, the construction or installation of improvements, the installation of public improvements, or a combination of such arrangements, then in order to achieve efficiencies for all projects concerned and to avoid confusion and delay in the completion of the respective projects, the City may enter into written agreements which permit the private entity's procurement practices to be utilized in the City's component of the project. Any such arrangement, however, must be designed to secure the greatest value for the public good with the most efficient means available in accordance with reasonable business standards. Any written agreement for such coordinated projects must provide for the City's consent and approval of procurement practices for improvements or activities funded by the City. Such practices must assure adherence to principles of fairness, efficiency, and value for the use of public funds. The practices must provide for competitiveness, even though bids may not be necessary. To the extent performance bonds or payment bonds are required by the general law of this State for political subdivisions, these practices shall assure their use for public improvements funded by the City.

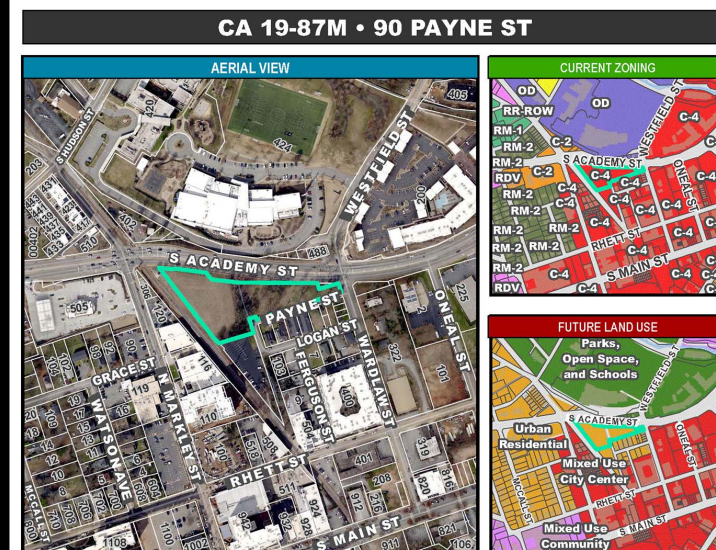
Merrill Gardens at Greenville



Merrill Gardens

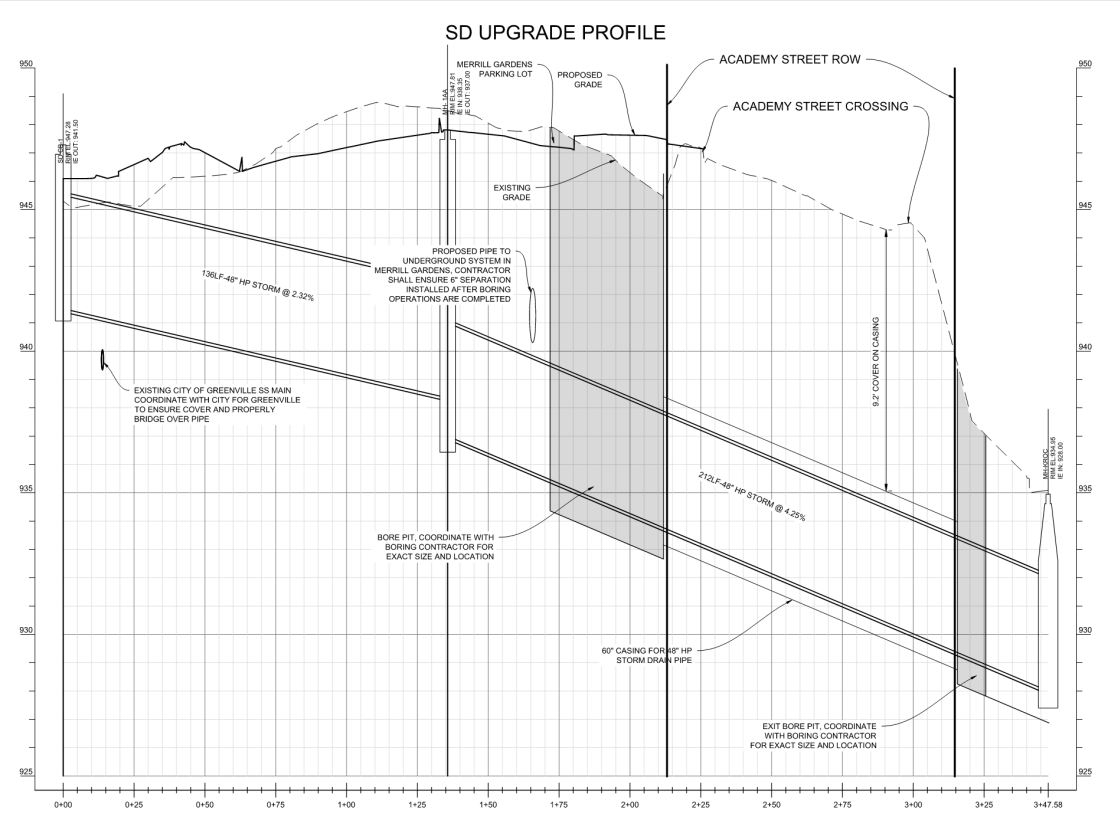
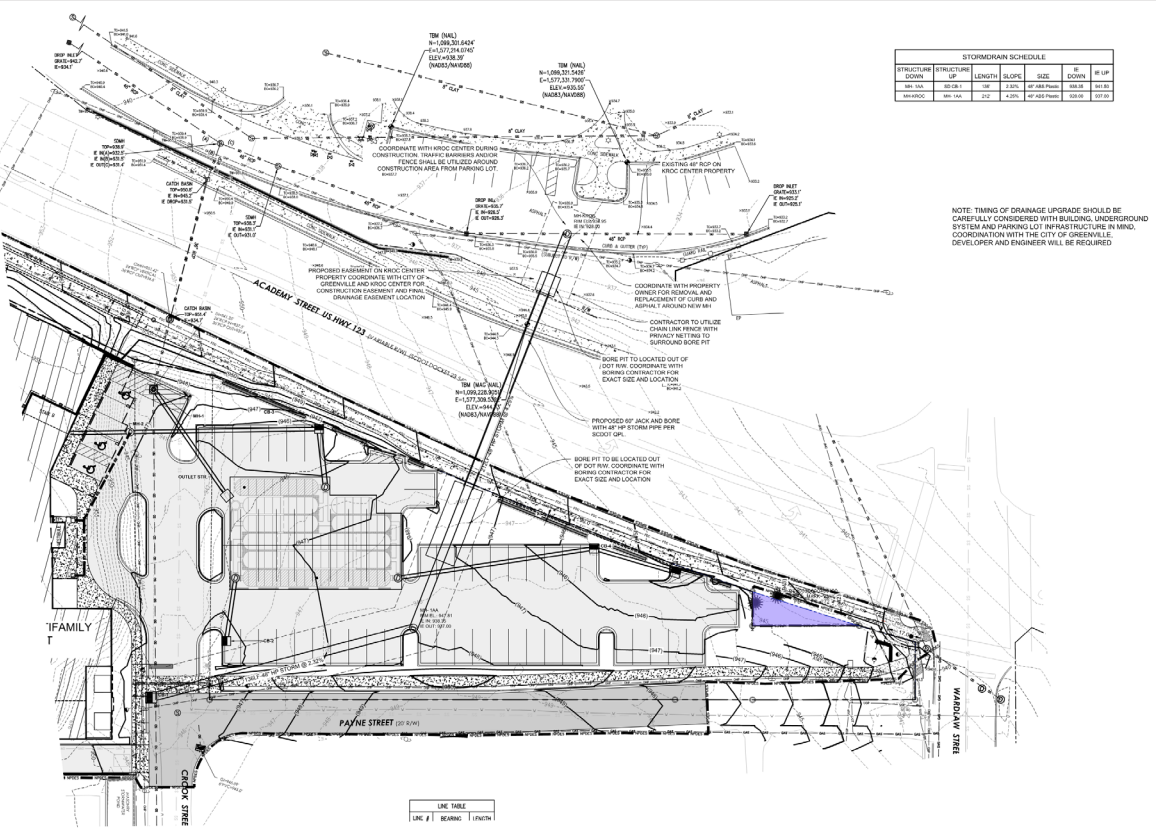


- S Academy St/Wardlaw St/Payne St
- 138 unit assisted living facility; 6 stories; 69 surface parking spaces
- 450+/- construction jobs
- 35+/- full-time employees
- Total investment: \$50M+/-
- Opening 2023





Merrill Gardens Stormwater Upgrade





Merrill Gardens Potential Public-Private Partnership

Scope of Improvements:

- 350 LF of 48-inch Storm Sewer
- 100 LF of 54-inch Bore Under Academy Street

Proposed City Contribution:

- Construction Cost = \$433,845
- Contingency (10%) = \$43,385
- AT&T Utility Reloc. = \$10,500
- Total Cost of DA = \$487,730

Kroc Center Easement = \$44,000

Total Project Cost = \$531,730





REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

15d

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO AMEND CHAPTER 36, ARTICLE V, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO PROVIDE FOR THE ISSUANCE OF PICKETING PERMITS AND TO PROVIDE FOR A PROHIBITION OF THE OPEN CARRY OF FIREARMS DURING PICKETS AND OTHER PERMITTED EVENTS ON PUBLIC PROPERTY

SUMMARY BACKGROUND:

A recent change in South Carolina Law permits municipalities to restrict the open carry of firearms during permitted events on public property, including protests. This Ordinance amends Chapter 36, Article V, of the Code of Ordinances to provide for the issuance of a picketing permits on the same terms and conditions that the City current imposes for the required written notice of the intent to picket. The Ordinance also provides that the open carry of firearms is not allowed during permitted events on public property, including protests.

IMPACT IF DENIED:

The Code of Ordinances will not be amended.

FINANCIAL IMPACT:

None.

REQUIRED SIGNATURES

Department Director _____

OMB Director _____

City Attorney _____

City Manager _____

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DocuSigned by:

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A N O R D I N A N C E

TO AMEND CHAPTER 36, ARTICLE V, OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE TO PROVIDE FOR THE ISSUANCE OF PICKETING PERMITS AND TO PROVIDE FOR A PROHIBITION OF THE OPEN CARRY OF FIREARMS DURING PICKETS AND OTHER PERMITTED EVENTS ON PUBLIC PROPERTY

WHEREAS, as part of the newly enacted South Carolina Open Carry with Training Act, local governments have the power to prohibit the open carry of firearms during permitted events taking place on public property, including during protests; and

WHEREAS, the city of Greenville (the “City”) has experienced a significant increase in protest activity recently; and

WHEREAS, while the City recognizes and appreciates the First and Second Amendment rights of its citizens and visitors, the presence of firearms at protests can serve to escalate tensions; and

WHEREAS, the City has heretofore not required a permit to picket, but has required the functional equivalent through a written notice of the intent to picket and the issuance of a written receipt for same; and

WHEREAS, the City desires to amend Section 36-142 of the Code of Ordinances of the City of Greenville (the “City Code”) to provide for the issuance of a permit for picketing activity within the scope of Section 36-142, and further, to provide for a prohibition on the open carry firearms during pickets as expressly allowed by Section 23-31-520 of the South Carolina Code of Laws; and

WHEREAS, Section 36-142 is being further amended to eliminate any potential ambiguity that a violation of that section is an offense; and

WHEREAS, despite the changes being made herein, the right to peacefully protest remains squarely preserved; and

WHEREAS, the City further desires to limit the open carry of firearms during all other permitted events on public property as also expressly allowed by the aforementioned State law; and

WHEREAS, the City believes this additional measure will serve to promote peace and good order during events and, further, recognizes the prohibition on open carry as described above is in keeping with City policy as it pertains to its own buildings and facilities as well as the policies of the major event venues located in the City like the Bon Secours Wellness Center, the Peace Center, and Fluor Field where weapons are prohibited and clear bag or no bag policies are in effect; and

WHEREAS, in order to accomplish the foregoing, City Council desires to amend Chapter 36, Article V of the City Code as reflected in Exhibit A attached hereto and incorporated herein;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, Chapter 36, Article V of the City Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference. This Ordinance shall be effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

EXHIBIT A

Sec. 36-134. - Permit required; exceptions.

(a) No person shall engage or participate in, aid, form or start any parade, event, block party, performance or filming unless a permit is obtained from the city manager.

(b) This section shall not apply to the following:

(1) Funeral processions supervised by a licensed mortuary.

(2) Picketing as ~~permitted~~allowed by city ordinance.

(c) Picketing permits are addressed in section 36-142.

~~(3) A parade, event or performance that is under the control of the city parks and recreation department and is conducted on city property.~~

(Code 1985, § 5-11-34; Code 1997, § 36-134; Ord. No. 96-3, § 1, 2-12-1996)

Sec. 36-139. - Duties of permittee.

(a) *Generally.* A permittee under this article shall comply with all permit directions and conditions.

(b) *Display or carrying of permit.* The applicant, individual, or any representative of the organization shall display the permit or carry it upon his person during the parade, event, performance or filming.

(c) *Special event vendor's permits.* No event which features businesses or organizations providing goods or services for compensation shall be issued an event permit, unless the permittee under this article shall obtain for each such business or organization a special event vendor's permit from the city in accord with such measures as the city manager shall prescribe. Each permittee must designate an individual who will be responsible for identifying all vendors and for collecting on behalf of the city all fees as provided in this section. The special event vendor's permit shall be valid for no longer than the duration of the permitted event, up to a maximum period of two months. The fee charged for the special event vendor's permit shall be in accord with any fee schedule which may be adopted and amended from time to time by council.

(d) *Display of signs.* Where the event takes place on public property, including on right-of-way, the permittee must post signs indicating the open carrying of firearms is prohibited at the event in accordance with S.C. Code Ann. § 23-31-250.

(Code 1985, § 5-11-39; Code 1997, § 36-139; Ord. No. 96-3, § 1, 2-12-1996; Ord. No. 98-20, 4-13-1998)

Sec. 36-140. - Public conduct.

- (a) *Interference.* No person shall unreasonably hamper, obstruct, impede or interfere with any parade, event, performance or filming, or with any person, vehicle or animal participating or used in the event.
- (b) *Driving through parade or event.* No driver of any vehicle shall drive between the vehicles or persons comprising a parade when such vehicles are in motion and are conspicuously designated as a parade, nor shall any driver drive around or through any event or a properly designated or barricaded area.
- (c) *Parking on parade route or event location.* The city manager shall have the authority to prohibit or restrict the parking of vehicles along a street or area properly designated or posted for a parade, event, performance or filming, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.
- (d) *Glass containers.* No glass bottle, containers or cans may be sold or distributed on the public right-of-way, and no patron may carry a glass bottle, container or can on the public right-of-way during a parade, event, performance or filming. It shall be unlawful for any vendor to sell beverages in glass containers for off-premises consumption at parades or events.
- (e) *Open carry of firearms on public property during events.* The open carrying of a firearm on public property, including the right-of-way, is prohibited during any activity permitted under section 36-134 and in the area designated for that activity in accordance with S.C. Code Ann. § 23-31-250.

(Code 1985, § 5-11-40; Code 1997, § 36-140; Ord. No. 96-3, § 1, 2-12-1996)

Sec. 36-142. Picketing.

- (a) *Conduct of picketing; penalty.* For purposes of this section, *picketing* means an organized effort to express publicly a point of view at a given place with signs, oral statements, or the like in a systematic manner, which involves walking or standing in the same area for a prolonged period of time. Peaceful picketing in the furtherance of a lawful purpose shall be allowed in the city, provided the picketing is done under the following conditions:
 - (1) Picketing may be conducted only on the sidewalks, on the grounds of a city-controlled park or plaza, or in other city-owned areas or rights-of-way normally used or reserved for pedestrian movement, and may not be conducted on the portion of a street used primarily for vehicular traffic.
 - (2) Such picketers must ~~provide notice~~ have applied for and been issued a permit as required under subsection 36-142(b).
 - (3) Such picketers may carry written or printed signs (which such term shall be interpreted to include flags), provided the signs do not interfere with the free use of the sidewalk or rights-of-way by other pedestrians. Such signs, with reasonable use, shall be deemed to comply if they are composed of paper, cardboard, poster board, cloth, vinyl, or similarly non-rigid material; do not exceed 1/32 inches in thickness; do not exceed 20 inches by 30 inches or 600 square inches in the case of signs composed of paper, cardboard, poster board, or similar material; and do not exceed four feet by six feet in

the case of signs composed of cloth, vinyl, or a similar material. Signs exceeding these dimensions are presumed threats to safety.

- (4) Such picketers on sidewalks or on right-of-way normally used or reserved for pedestrian movement must march or stand single file and not congregate so as to block any sidewalk, driveway, or business entrance. All laws pertaining to the orderly flow of pedestrians must be obeyed.
- (5) For public safety reasons, the following are prohibited in the immediate proximity of pickets, and due notice shall be included in every ~~receipt of notice of intent to picket~~ picketing permit that these restrictions apply:
 - (i) Open flames and combustible solids;
 - (ii) Sticks, poles, selfie sticks, or other similar elongated solid objects capable of inflicting bodily harm as a striking or stabbing object, excluding commercially available corrugated cardboard tubing as the supporting article for signs, flags, and the like;
 - (iii) Backpacks, satchels, bags, coolers, or similar personally carried containers exceeding six inches by eight inches by three inches, except when said container is completely clear and see through;
 - (iv) Pursuant to S.C. Code Ann. § 23-31-520, the open carry of Any firearm or ammunition except as permitted by the South Carolina Code of Laws;
 - (v) Any mechanical or handmade contrivance that launches any projectile of solid, liquid, or gaseous composition, including aerosols/pressurized canisters;
 - (vi) Any stabbing, cutting, slicing, or striking blade, whether of metal or other solid composition;
 - (vii) Any striking object, such as a bat, stick, brass knuckles, martial arts weapons, implement handles and the like, which would inflict bodily injury;
 - (viii) Any facial mask, headgear, or cloth worn over any portion of the face which prevents facial identification of a person 14 years of age or older;
 - (ix) Any carried object that resembles or serves the purpose of a shield;
 - (x) Any armor or defensive covering that resembles or serves the purpose of defensive body armor;
 - (xi) Carried signage exceeding the size restrictions set forth in subsection 36-142(a)(3); and
 - (xii) Bicycles, automobiles, and mopeds.

This subsection shall not apply to law enforcement officers while in the discharge of their duties.

- ~~(6) Picketing done contrary to this section shall be unlawful, and each individual in violation shall be subject to a fine of up to \$50.00 for the first offense, and a fine of up to \$100.00 for the second and subsequent offenses within a period of two years.~~

- (6) The organizer of a picket, or the person designated in the permit as the one who will carry the permit shall be responsible for posting conspicuous signage at the picketing location informing participants that the open carry of firearms is prohibited for the duration of the picket.
- (7) Picketing done contrary to this section shall be unlawful. Police or city personnel may confiscate any of the items listed in subsection 36-142(a)(5) if a picket participant refuses to remove the prohibited item from the picketing site, with the exception of firearms in accordance with S.C. Code Ann. § 23-31-520. A firearm or ammunition may be seized or confiscated pursuant to a lawful arrest.
- (b) ~~Notice~~ Picketing permit.
- (1) No ~~notice of intent permit to picket~~ is required for picketing by a group of less than ten or fewer individuals on a sidewalk, or by a group of less than 25 individuals on the grounds of a city-controlled park or plaza, or in other city-owned areas or rights-of-way normally used or reserved for pedestrian movement.
- (2) A ~~notice of intent to picket permit~~ application must be submitted to the city manager or his designee in a form approved by the city manager and in accordance with the time limits and guidelines established in Table 36-142.1. The city manager shall make the ~~notice of intent to picket~~ picketing permit application form available online, and at multiple locations throughout the city, including city hall and the law enforcement center. The ~~notice permit~~ application shall include the following information:
- (i) The name, address, and contact telephone number of the organizer of the picket;
 - (ii) The name, address, and contact telephone number of the person who will carry the ~~receipt of notice permit~~ if different from the organizer;
 - (iii) The specific location where the picket is to take place;
 - (iv) The date and time the picket will begin and end; and
 - (v) The anticipated number of participants and the basis on which this estimate is made.
- (3) Upon ~~notice of intent to picket given~~ application in accordance with subsection 36-142(b), the city manager or his designee shall immediately issue a permit at no charge of notice. If ~~notice an application~~ is submitted for the same date, time, and location as an ~~notice application~~ for which a ~~receipt permit~~ has already been issued, the a permit receipt shall be issued for a location as close as reasonably possible to the location set forth in the application; permits issued are subject to amendment in order to conform with this provision. Notwithstanding the foregoing, a picketing permit shall not be issued for the two hours preceding or the two hours following the time period for which a picketing permit has been issued for the same date and location; permits issued are subject to amendment in order to conform with this provision. The permit receipt shall contain all information stated in the ~~notice application~~. The organizer of a picket, or the person designated in the ~~notice application~~ as the one who will carry the permit receipt of notice, shall be responsible for maintaining the permit receipt and shall present it when so requested by a law enforcement officer or other city official. A person or entity hosting a picket under this section must post signs at the picket indicating that open carrying of firearms is not allowed at the picket. The City reserves

the right to post additional signs indicating the open carrying of firearms is prohibited at the picket.

- (4) Spontaneous pickets which are occasioned by news or affairs coming into public knowledge less than 48 hours prior to such picket may be conducted in the plaza in front of city hall ~~and without the organizer(s) first having to provide notice~~ will be deemed to have applied for picketing permit under this subsection, and a permit shall be issued at no charge as soon as possible. In the event the plaza area cannot safely accommodate the number of persons assembled, a shift commander or supervisor of the police department of the city shall direct the picketers to a suitable alternate location. For the avoidance of doubt, the requirement to post signs as set forth in subsection 36-142(b)(3) applies to spontaneous pickets.
- (c) *Interference with pickets.* It shall be unlawful for any person to interfere physically with such pickets in the use of the sidewalk or address profane, indecent, abusive or threatening language to or at such pickets or others to breach the peace.
- (d) *Crowd dispersal.* A shift commander or supervisor of the police department of the city may, in the event of the assemblage of persons in such numbers as to tend to intimidate picketers pursuing their lawful objective through numbers alone or through use of inflammatory words or threatening gestures that are ordinarily used to intimidate people, direct the dispersal of persons so assembled, and any police officer may arrest any person who fails to leave the place of assemblage when so directed by the police.
- (e) *Restrictions.* Persons engaging in picketing activity cannot do so inside an area designated as an event area for which a permit has been granted to another individual or group under this article, if the picketing behavior has the effect of interfering with, hampering, hindering, or getting in the way of those participating in the permitted event in accordance with its purposes or with the general public making use of the space for its ordinary and customary purposes. Whenever any police officer or municipal employee charged with monitoring or supervising event activity determines the picketing behavior is interfering with, hampering, hindering, or getting the way of others as provided in this section, then the officer or employee may direct the picketers to relocate to other public space in reasonable proximity where such conduct can continue, if lawful, so long as the picketing does not interfere with, hamper, hinder, or get in the way of persons participating in the event for its intended purposes or of members of the general public making use of the public space for its ordinary and customary purposes.

Table 36-142.1. - Picketing Table.

An organizer of a picket that the organizer knows or should reasonably know will be by a group of a size set forth in this table shall give at least the corresponding minimum advance notice of intent to picket set forth in this table to the city manager or his designee in order for a permit to be issued.

Group Size	Place for Picket	Minimum Advance Notice Required
11-50	Sidewalk	3 hours
25-50	Any public place allowed under subsection 36-142(a) except sidewalks	3 hours

51-100	Any public place allowed under subsection 36-142(a)	48 hours
101-200	Any public place allowed under subsection 36-142(a)	72 hours
201-400	Any public place allowed under subsection 36-142(a)	5 calendar days
Greater than 400	Any public place allowed under subsection 36-142(a)	7 calendar days

(Code 1985, § 5-11-42; Code 1997, § 36-142; Ord. No. 96-3, § 1, 2-12-1996; Ord. No. 2008-19, 2-25-2008; Ord. No. 2017-106 , 11-27-2017)



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

15e

☒ Ordinance/First Reading ☐ Ordinance/Second & Final Reading ☐ Resolution/First & Final Reading ☐ Information Only

AGENDA DATE REQUESTED: August 23, 2021

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE TO AUTHORIZE THE ACQUISITION OF LAND CONSISTING OF APPROXIMATELY 0.54 ACRE LOCATED BETWEEN PERRY AVENUE AND BRANWOOD STREET, AND TO APPROPRIATE \$1,150,000 IN THE PARKING FUND FOR PROPERTY ACQUISITION AND CONSTRUCTION OF NEW PARKING IN THE VILLAGE OF WEST GREENVILLE (TAX MAP NUMBERS 0120000200601, 0120000200600, 0120000200700, 0120000200800, 0120000200900, 0120000201000)

SUMMARY BACKGROUND:

The City has determined that there is a current and future need for public parking to support the continued success of the Village of West Greenville. There is an opportunity available to purchase several adjacent properties in the vicinity of Perry Avenue and Branwood Street and construct approximately 48 public parking spaces. The estimated cost of property acquisition is approximately \$850,000, and the estimated cost for demolition of existing properties and construction of surface parking is \$300,000.

In addition to the near term use as surface parking, structured parking could be constructed in the future on the existing City parking lot on Branwood Street, this new parking lot, or a combination of both that would support additional commercial development in and around the Village of West Greenville.

IMPACT IF DENIED:

The City will not appropriate the funds or acquire the properties.

FINANCIAL IMPACT:

There is sufficient fund balance in the Parking fund for this appropriation.

REQUIRED SIGNATURES

Department Director

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Matthew E. Ford

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City Attorney

DocuSigned by:

Matthew E. Ford

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DocuSigned by:

John F. McDonough

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OMB Director

City Manager

AN ORDINANCE

TO AUTHORIZE THE ACQUISITION OF LAND CONSISTING OF APPROXIMATELY 0.54 ACRE LOCATED BETWEEN PERRY AVENUE AND BRANWOOD STREET, AND TO APPROPRIATE \$1,150,000 IN THE PARKING FUND FOR PROPERTY ACQUISITION AND CONSTRUCTION OF NEW PARKING IN THE VILLAGE OF WEST GREENVILLE (TAX MAP NUMBERS 0120000200601, 0120000200600, 0120000200700, 0120000200800, 0120000200900, 0120000201000)

WHEREAS, the city of Greenville (the “City”) desires to develop additional public parking facilities in the Village of West Greenville area (the “Village”) as part of its on-going economic development efforts; and

WHEREAS, the City desires to purchase properties consisting of approximately 0.54 acre located between Perry Avenue and Branwood Street for the purpose of constructing public parking facilities on the same; and

WHEREAS, in particular, the City desires to purchase the parcels located at 21 Branwood Street and 555 Perry Avenue from Branwood Properties, LLC for \$75,000 and \$325,000, respectively, and desires to accept assignments from Ryan Johnston of any contractual right he may have to purchase the parcels located at 561 Perry Avenue and 557 Perry Avenue for \$225,000 each (each a “Property” and collectively, the “Properties”); and

WHEREAS, the Properties are adjacent to the Village of West Greenville commercial core and near another City-owned parking lot and will create current and future opportunities for public parking to support the continued success of the Village; and

WHEREAS, the City has evaluated the opportunity to purchase the Properties and has determined the asking prices to be a fair and reasonable value pursuant to market estimates; and

WHEREAS, there is sufficient Fund Balance available in the Parking Fund for appropriation in order to complete the Property purchase, as well as any ancillary expenses associated with the purchase and construction of a temporary surface parking lot;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

1. The City Manager is authorized to proceed with the purchase of the Properties contingent upon the following:

- a. Branwood Properties, LLC and/or Ryan Johnston having sufficient rights in the Properties to either convey ownership of, or assign the right to purchase, the same;
- b. The assignments of the rights to purchase 561 and 557 Perry Avenue are of a form and content satisfactory to the City Attorney;
- c. The City shall have the right to perform due diligence on the Properties, including but not limited to, matters of title, environmental inspection, and survey; and
- d. The closing of each Property is contingent upon the City’s ability to close on all Properties simultaneously.

The City Manager is further authorized to execute any documents needed to complete the transaction after consultation with the City Attorney, provided they are in compliance with the Ordinance.

2. There is appropriated One Million, One Hundred and Fifty Thousand and no/00 Dollars (\$1,150,000) from the Parking Fund for the purchase of the Properties and to make the necessary parking-related improvements as reflected in Attachment 1.

3. This Ordinance shall become effective upon second and final reading.

DONE, RATIFIED AND PASSED THIS THE ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED:

CITY MANAGER

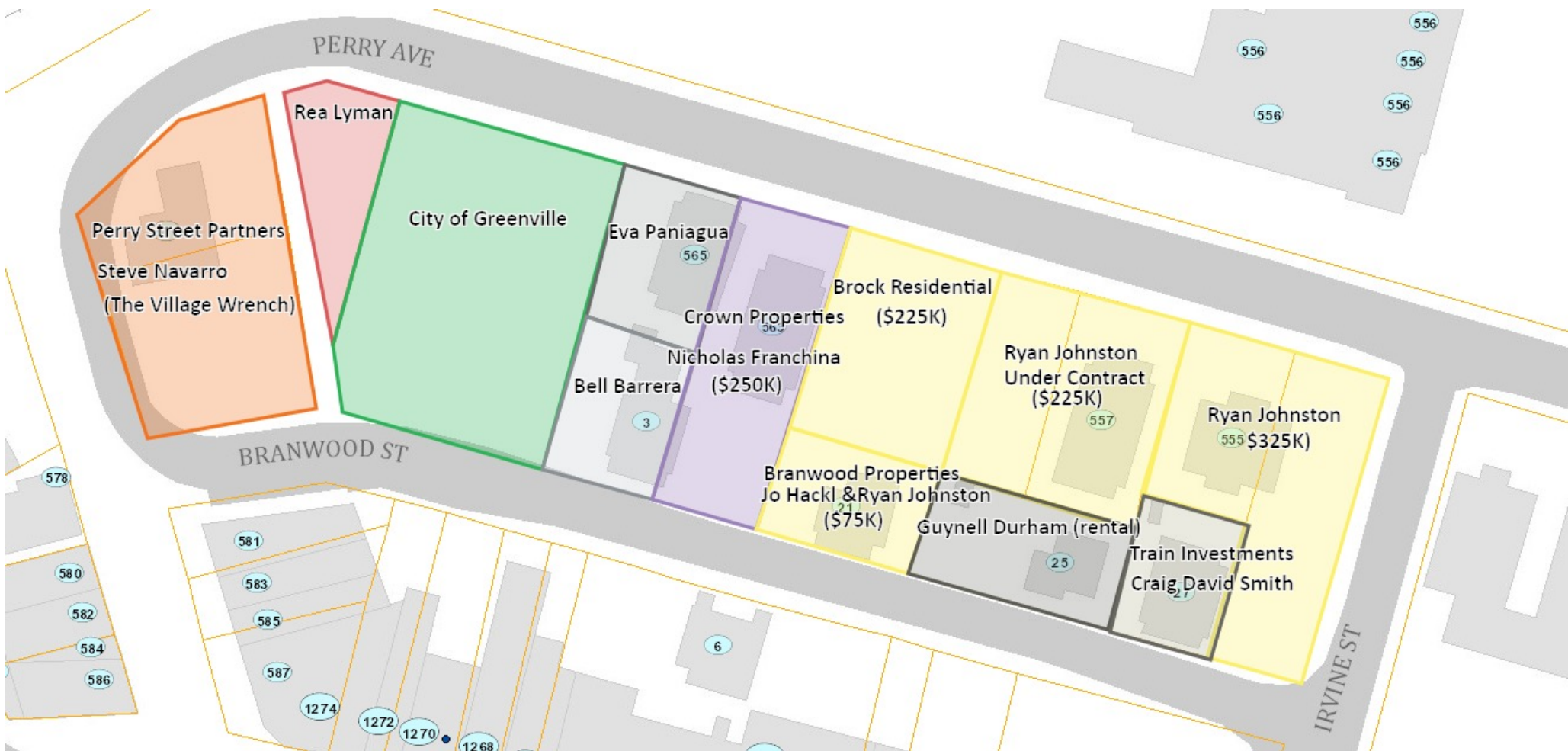
ATTACHMENT 1

BUDGET AMENDMENT					
BUDGET	Parking Fund		REQUESTED BY	City Manager's Office	
FISCAL YEAR	2021-22		DATE		
<u>INCREASE</u>			<u>DECREASE</u>		
<u>Description</u>			<u>Description</u>		
Parking Fund					
Fund Balance Appropriated (Rev)		1,150,000			
ROW/Site Acquisition (Exp)		850,000			
Construction (Exp)		300,000			
Explanation:	To appropriate \$1,150,000 in the Parking Fund for the purchase of property and construction of a surface parking lot in the Village of West Greenville.				
DATE			APPROVED BY		
				City Council/City Manager	
				Camilla Pitman/City Clerk	
FOR OMB POSTING PURPOSES ONLY					
<u>Budget Adjustments</u>		Increase (Decrease)	<u>Journal Entry</u>		
<u>Project Code</u>	<u>Account</u>	<u>Amount</u>	<u>Project Code</u>	<u>Account</u>	<u>Amount</u>
PTXXXX	461-0000-390.10-01	1,150,000		461-0000-390.10-01	DR 1,150,000
PTXXXX	461-9010-433.68-02	850,000	PTXXXX	461-0000-390.10-01	CR 1,150,000
PTXXXX	461-9010-433.68-04	300,000			
	Total	2,300,000		Total	2,300,000
	Prepared By				
	Posted By				
	Date			Number	

Village of West Greenville Parking

Council Work Session
August 23, 2021







Village of West Greenville Parking

- Existing City lot has 23 spaces (includes one Accessible)
- “U Shaped” Assemblage would add 48 spaces (0.54 acres)
- Acquisition cost = \$850,000
- Estimated construction cost is \$300,000, including demolition
- Estimated total = \$1,150,000

- Comparison – South Main Lot – 0.72 acres
 - \$1,600,000 land cost, \$92,000 construction

Village of West Greenville Parking

Council Work Session
August 23, 2021





Wireless and You



Why do we need base stations
and what are their impact?



Overview

- Why Wireless?
- Radio Frequency and 5G
- Research, Regulation, and Limits
- Independent Review and Resources
- Examples



Wireless Phones Only

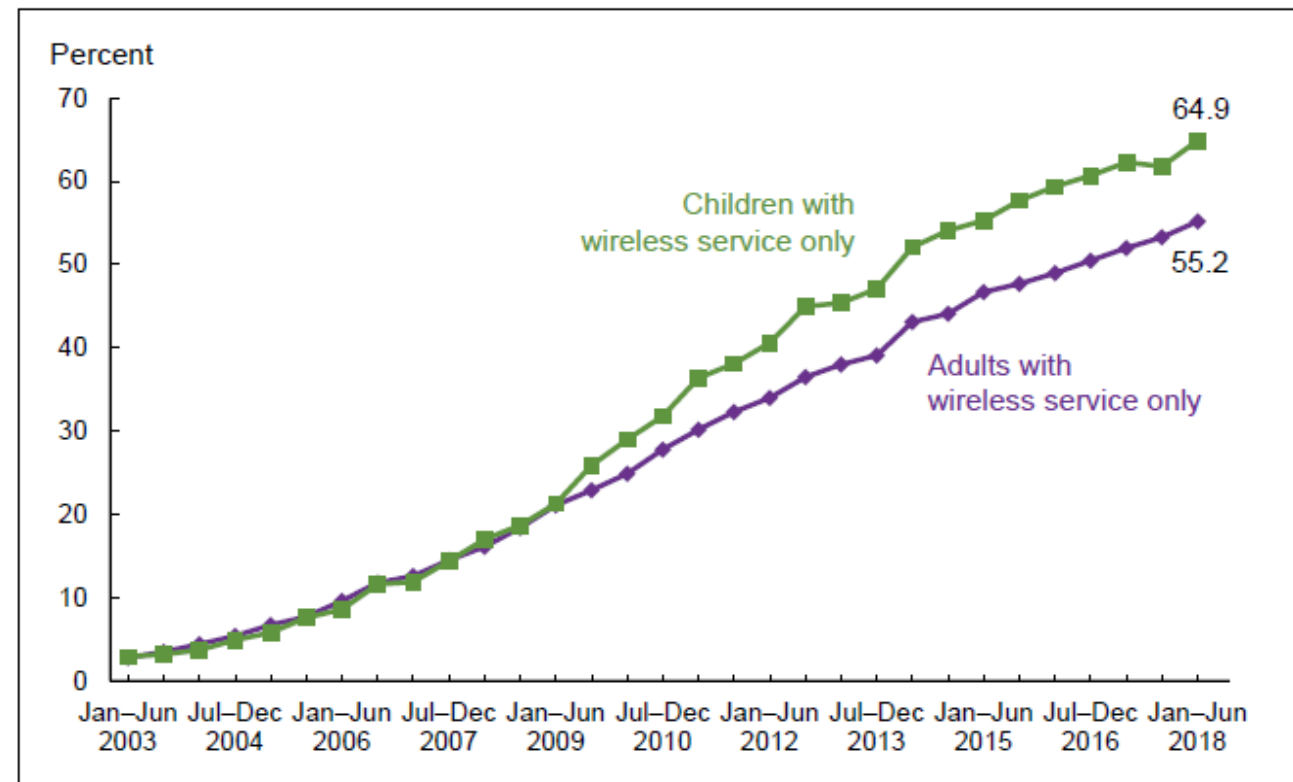
Over half of adults only have wireless phones

It is even more so for children - 65%

U.S. Department of Health & Human Services - National Center for Health Statistics, 2018

8/24/2021

Figure. Percentages of adults and children living in households with only wireless telephone service: United States, 2003–2018



NOTE: Adults are aged 18 and over; children are under age 18.
DATA SOURCE: NCHS, National Health Interview Survey.

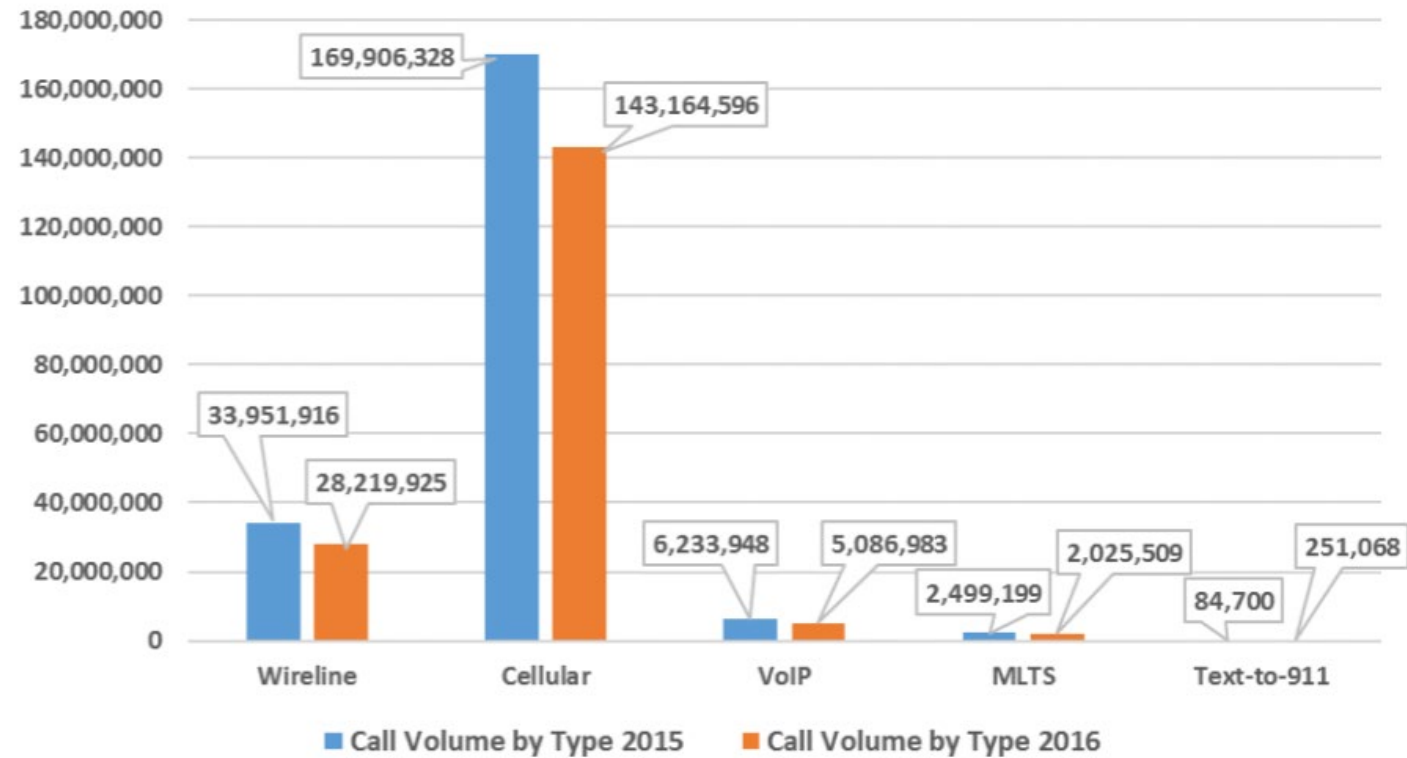
©2021 Sublight Engineering PLLC



Emergency 911 Calls

Mobile calls are
80% of 911 calls

FIGURE 2. CALL VOLUME BY TYPE





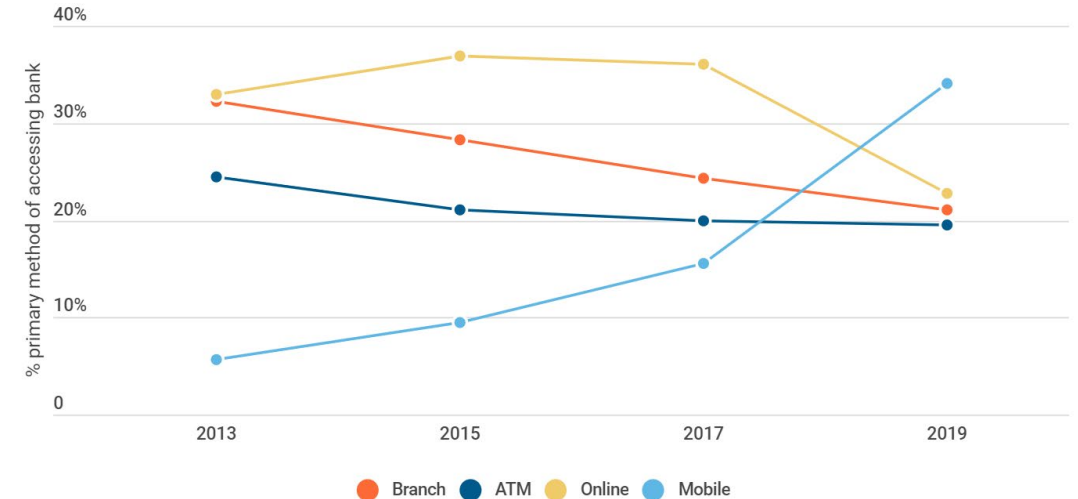
Business

In 2019 Mobile Banking became most popular access option



Mobile Overtakes Online as the Most Common Banking Channel

Mobile banking was the primary method used for customers 54 years or younger, at households that make at least \$30,000 per year, and across all ethnicities.



Source: FDIC

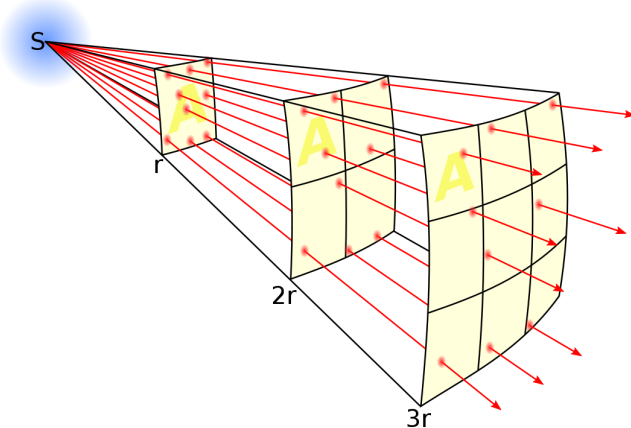
ABA DATA BANK

Attribute: ABA / FDIC data, Hlundgaard, Alexander Torrenegra - <https://commons.wikimedia.org/>



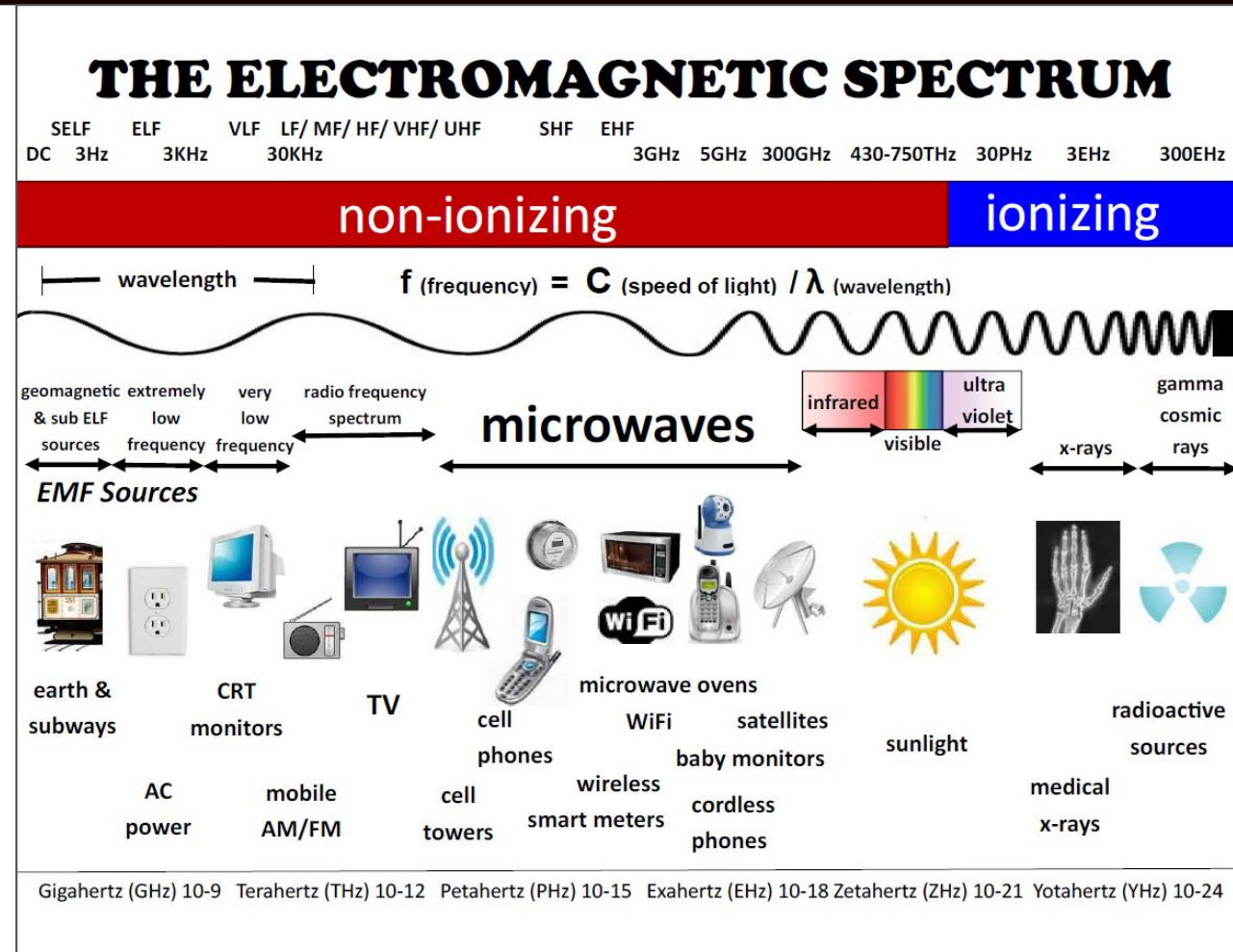
What / Where / How

- Wireless / Radio – signals that travel through space like light
- Part of the Electro Magnetic spectrum that includes radio waves, microwaves, infrared, light, ultraviolet, X-rays and gamma rays
- Power diminishes with distance – every doubling of distance reduces the power by a factor of four





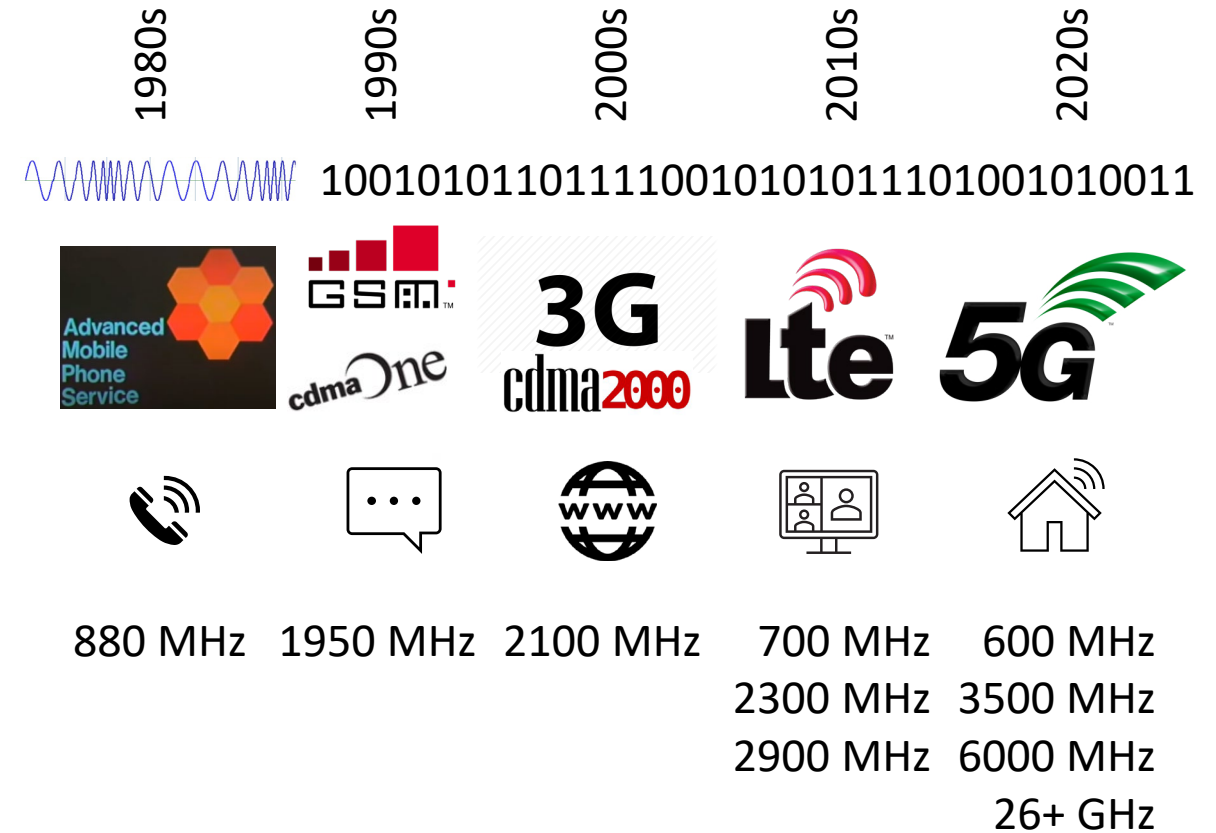
EM Spectrum





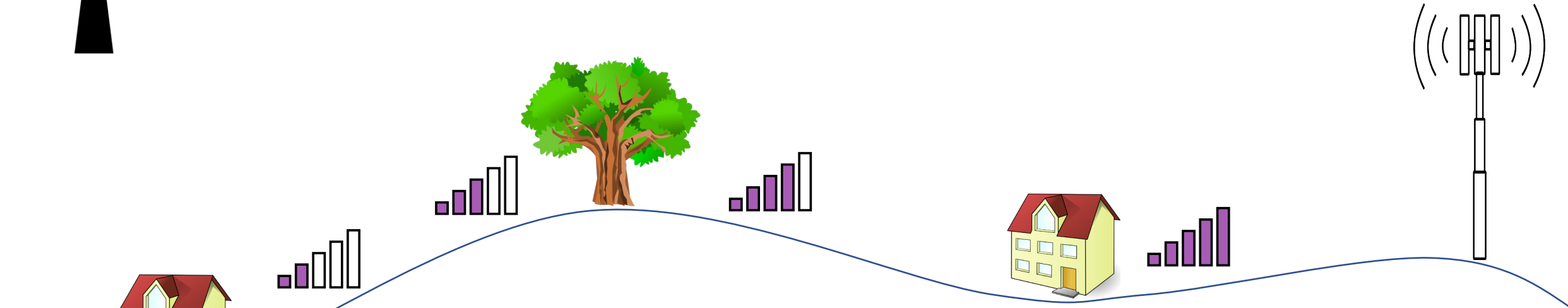
5G

- 5G Is the latest mobile phone systems
- 5G will eventually replace 3G and 4G radios
- 5G will improve speed, latency, capacity and support the Internet of Things (IoT)
- mmWave frequencies will be used – in dense areas where demand is high
- mmWave frequencies are for short range / high speeds
- mmWave 5G will be focused toward users
- mmWave RF doesn't penetrate the skin
- mmWave RF is now used for Point to Point links
- RF Exposure from 5G will be similar to 4G





Signal and Exposure



- When you have a good signal, your phone transmits less power – much less
- Closer to a base station – Best signal – Your phone power is low – Less exposure to RF
- Further from a base station – Poor signal – Your phone power is high – Most exposure to RF



History of Research / Standards

- 1890 d'Arsonval noted that 10 kHz electricity could warm the skin
- 1928 discovered RF heating internal organs – diathermy
- 1953 US Navy established limit – heating from high power RADAR
- 1966 first ANSI / IEEE standard C95.1
- Revision since include part / whole body SAR, Reference Levels, Occupational (10x) / Public (50x) Safety Limits
- Limits based on:
 - Partial / Whole Body Heating - Disruption of food motivated learning in animals - 1° C Temperature Rise
 - Electrostimulation – induced / conducted currents – pain threshold
 - Review of All Research – Including almost 3,000 papers on Mobile Telephony



Who Regulates?

- Congress Mandated - NEPA
- Input From Everyone - especially
- Similar To
- Recommended By



Federal
Communications
Commission



World Health
Organization



IEEE

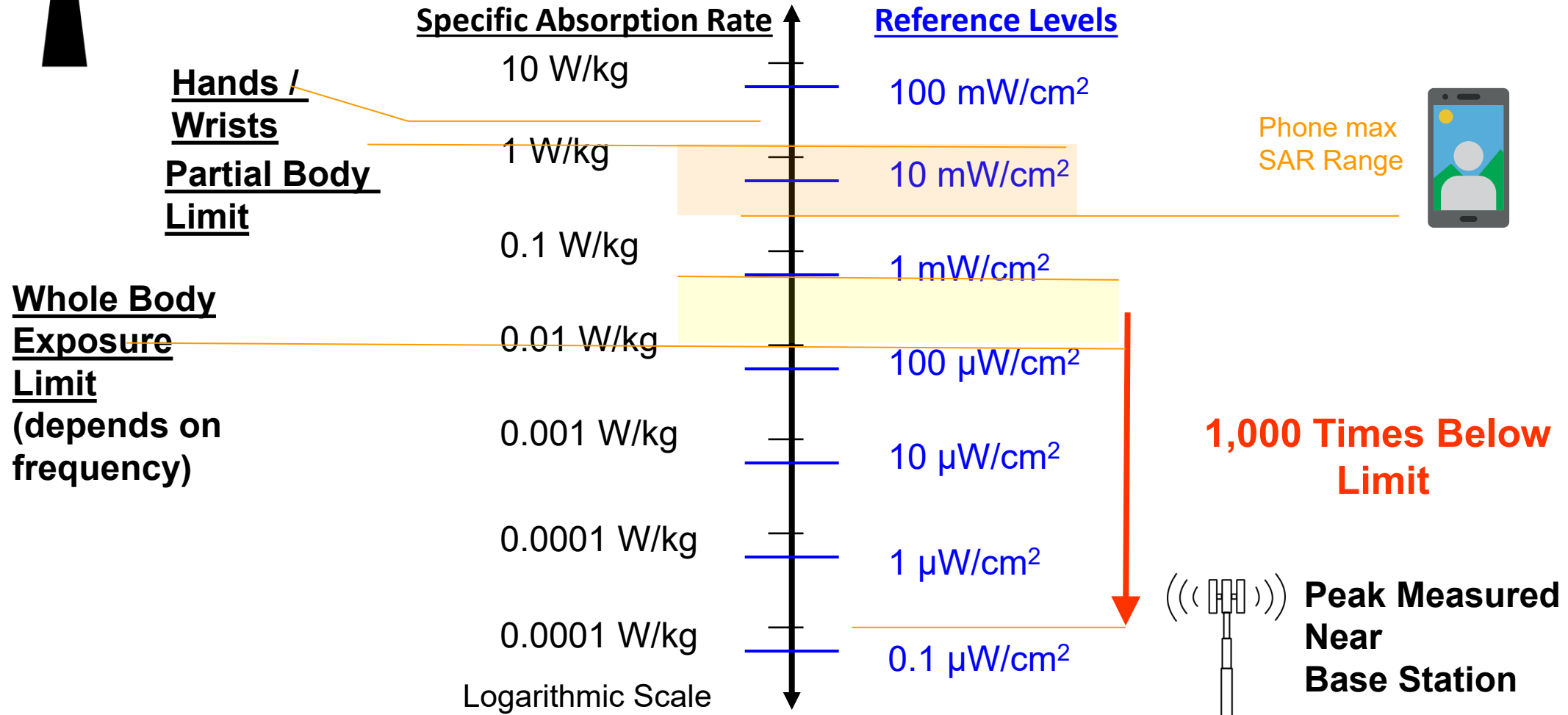


Exposure Limits – Two Levels

- **Occupational or Controlled Limits** 10 time safety factor below known biological effects
- **General Public or Uncontrolled Limits** are 5 times *additionally* lower (total of 50 times safety factor)
- Who is Occupational? Personnel who, through training and signage, *are aware of and can control their exposure*
- Limits Based on Spatial & Time Averaging – whole body exposure over time – 6 minutes for Occupational, 30 minutes for the General Public
- Partial Body (hands, head, etc.) exposure limits are higher



RF Exposure Limits





Independent Review

At this time, there's no strong evidence that exposure to RF waves from cell phone towers causes any noticeable health effects.

Last Revised: June 1, 2020




**World Health
Organization**

To date, and after much research performed, no adverse health effect has been causally linked with exposure to wireless technologies.

27 February 2020




FCC

 Federal Communications Commission

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Radio Frequency Safety

Radio Frequency Safety

[FCC Policy on Human Exposure](#)

[RF Safety FAQ](#)

Many consumer and industrial products make use of some form of electromagnetic energy. Because of its regulatory responsibilities in this area the Federal Communications Commission (FCC) often receives inquiries concerning the potential safety hazards of human exposure to radio-frequency (RF) energy. The information on this page provides answers and information to inquiries regarding RF Safety.



Cancer.gov



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CAUSES AND PREVENTION

Risk Factors

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[Cancer-Causing Substances](#)

[Chronic Inflammation](#)

[Common Cancer Myths and Misconceptions](#)

Cell Phones and Cancer Risk

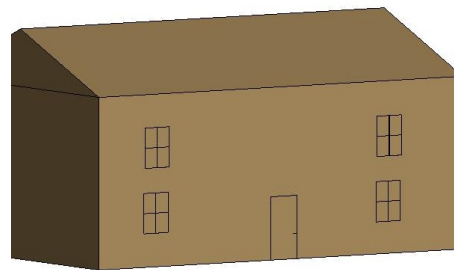
ON THIS PAGE

- [Why is there concern that cell phones may cause cancer or other health problems?](#)
- [What is radiofrequency energy and how does it affect the body?](#)
- [How is radiofrequency energy exposure measured in epidemiologic studies?](#)
- [What has research shown about the possible cancer-causing effects of radiofrequency energy?](#)



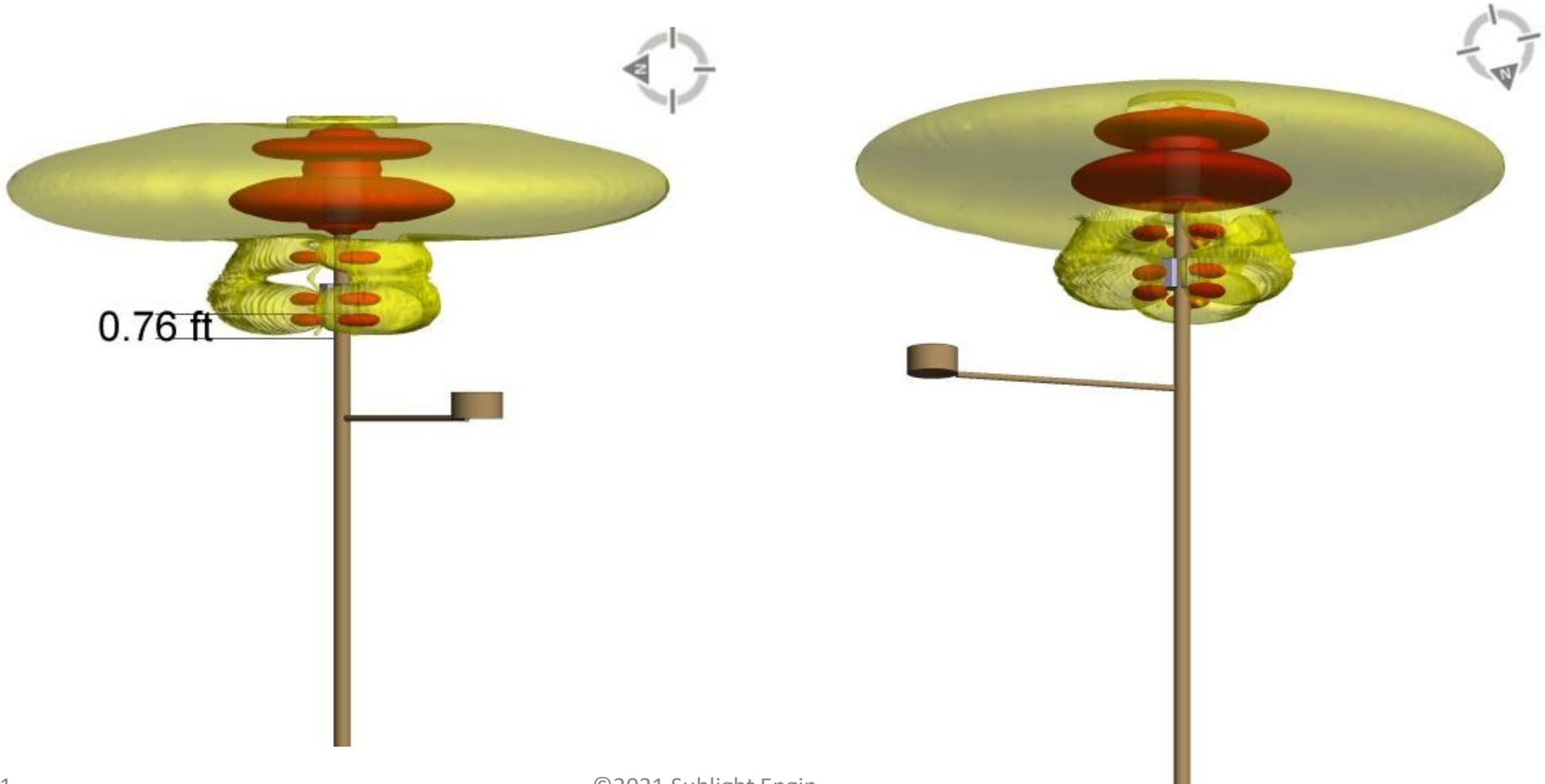
RF Exclusion Zones

Only areas near
antennas exceed
exposure limits –
Based on safety
factor of 50x and
10x



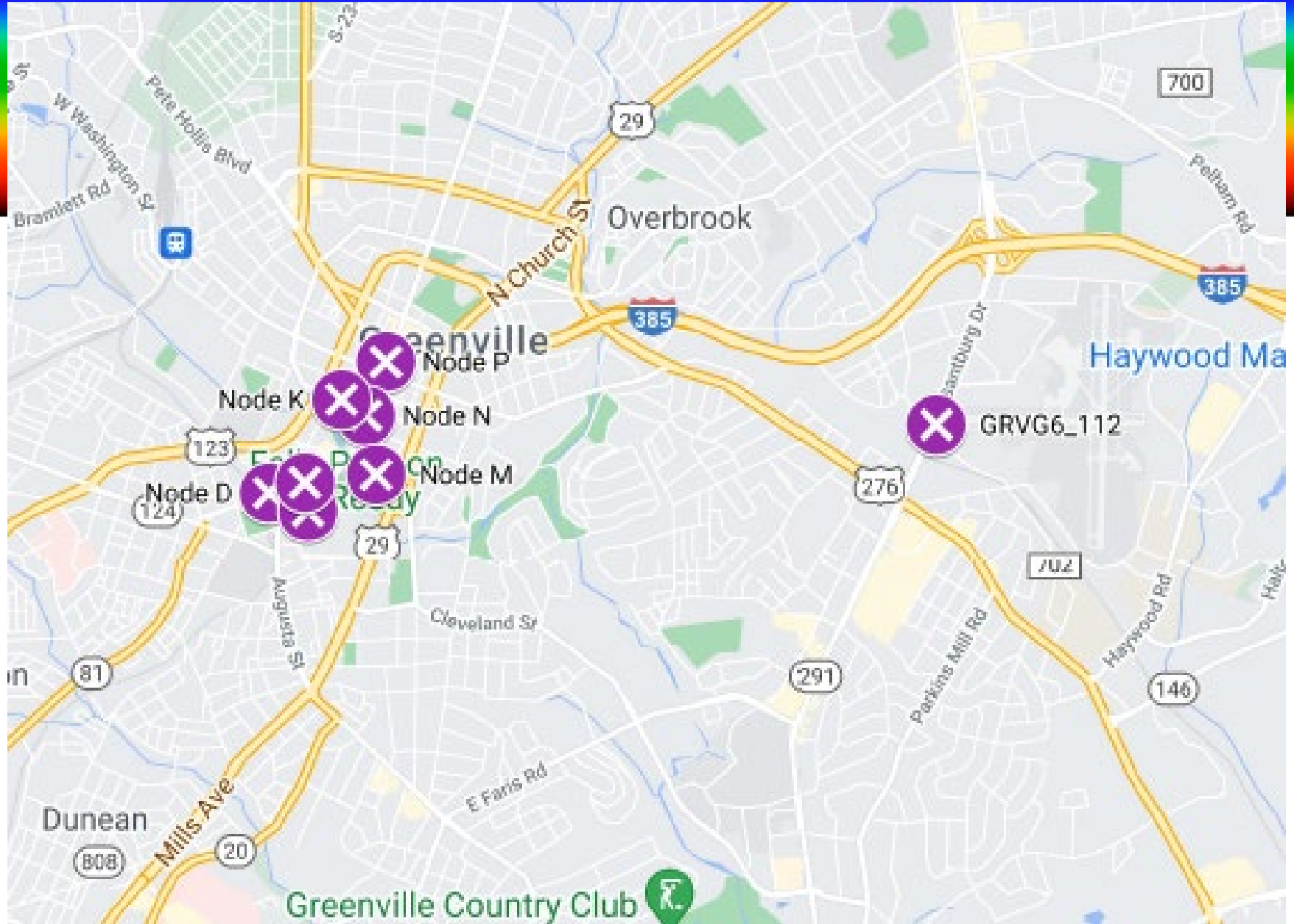


Small Cells – Similar Exclusion Zones





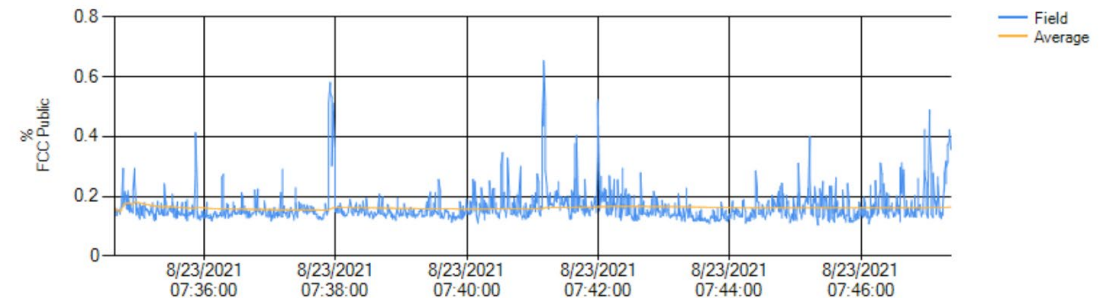
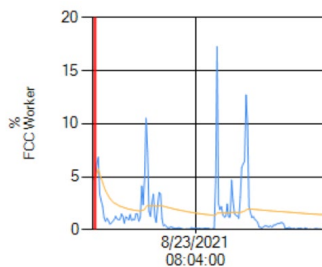
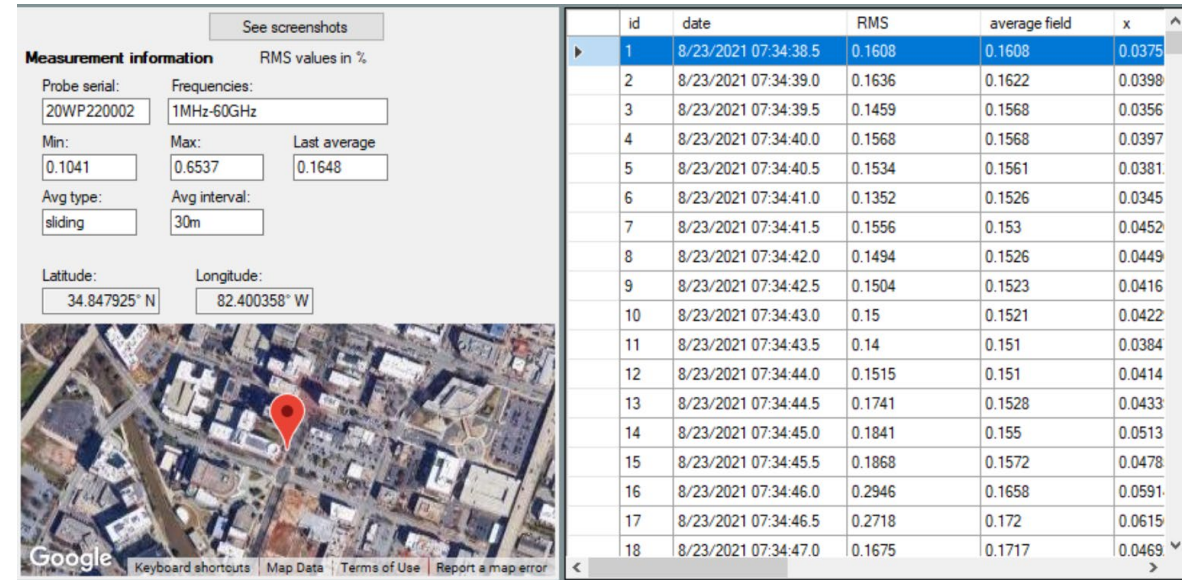
City of
Greenville
Sites





Node N

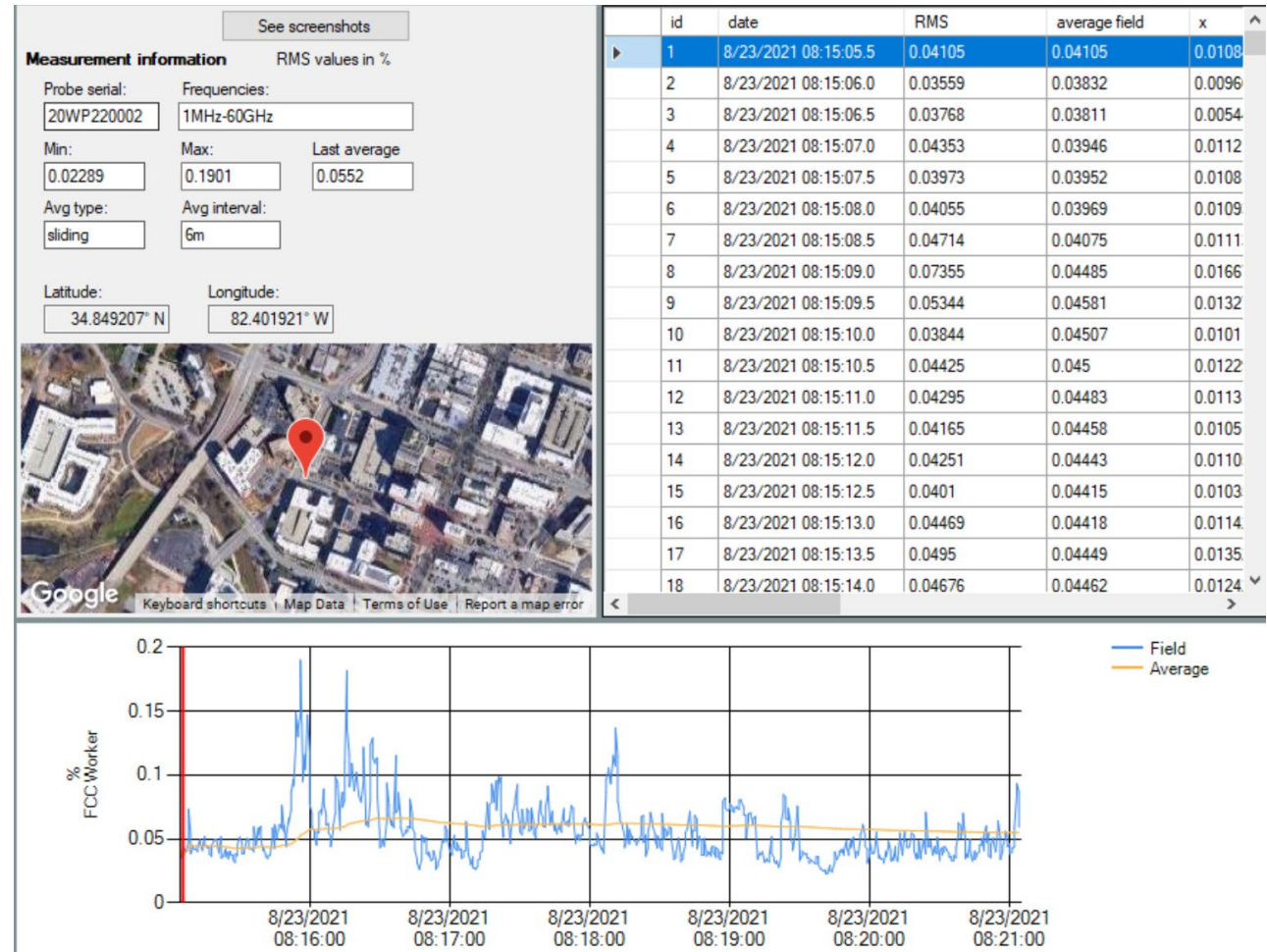
- 0730 – 0805 8/23
- 206 S Main St
- Max Ground 0.6% GP
- Max @ 20 cm 17% Occ





Node K

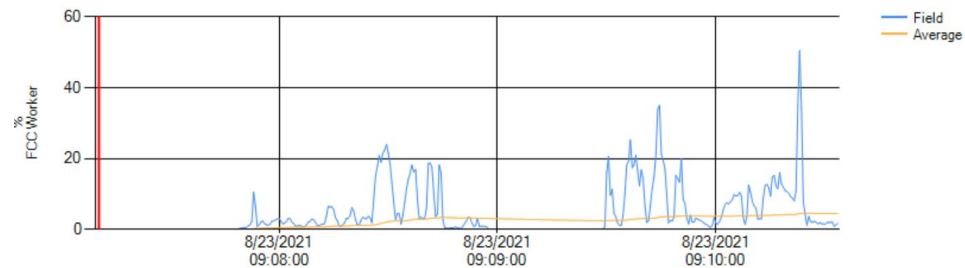
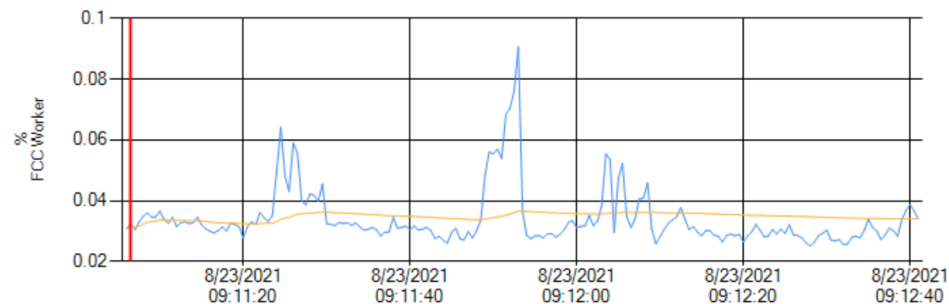
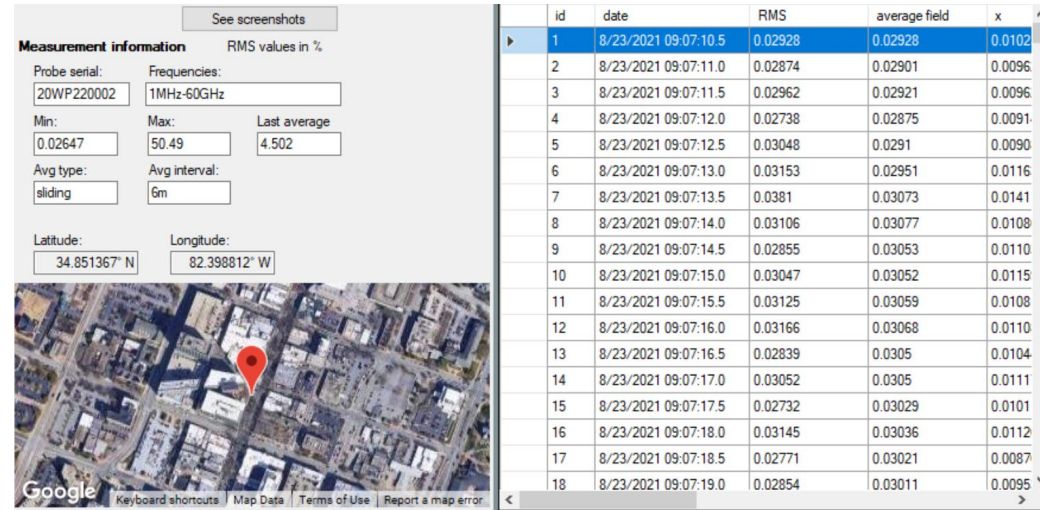
- 0815 8/23
- 100 W Court St
- Off Air





Node P

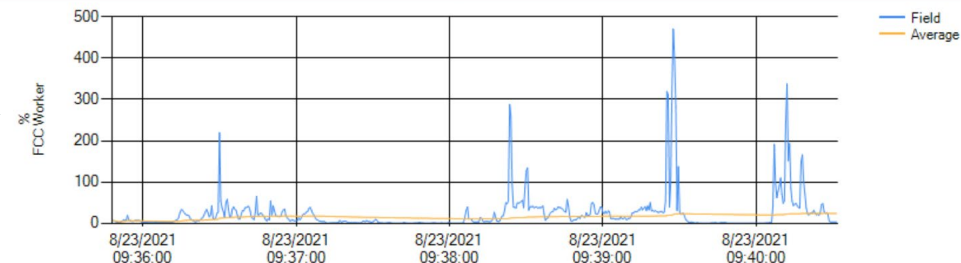
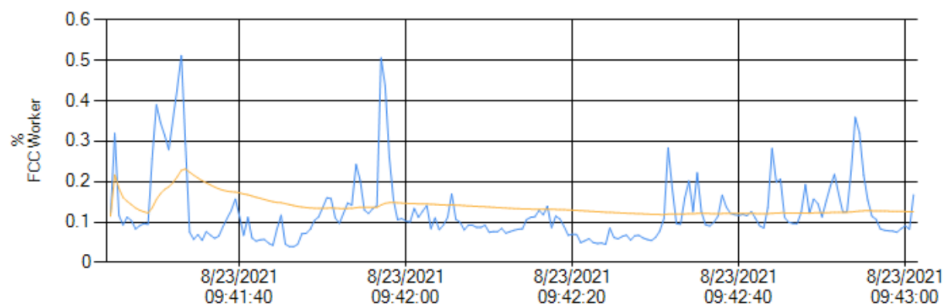
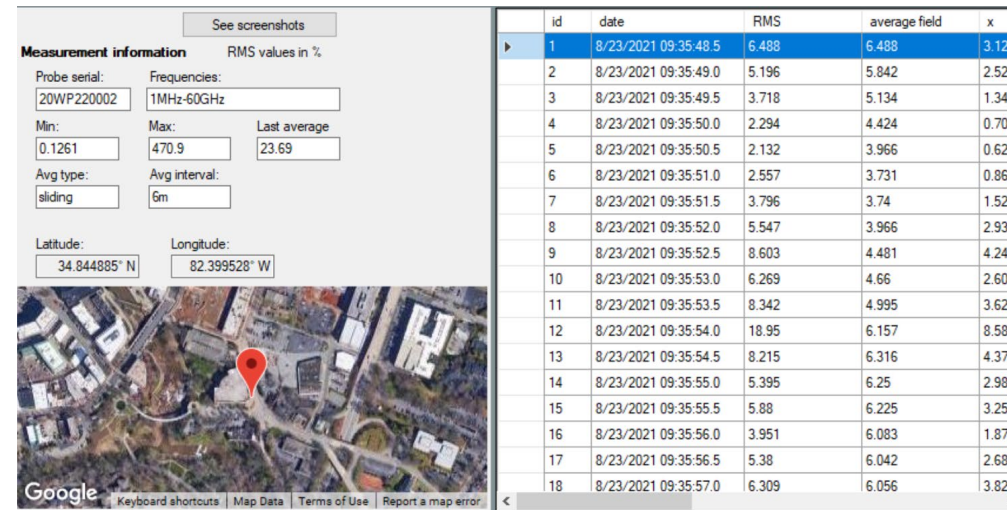
- 0910 - 0915 8/23
- 11 N Main St
- Max @ 20 cm 50% Occ
- Max @ Light 0.1%





Node M

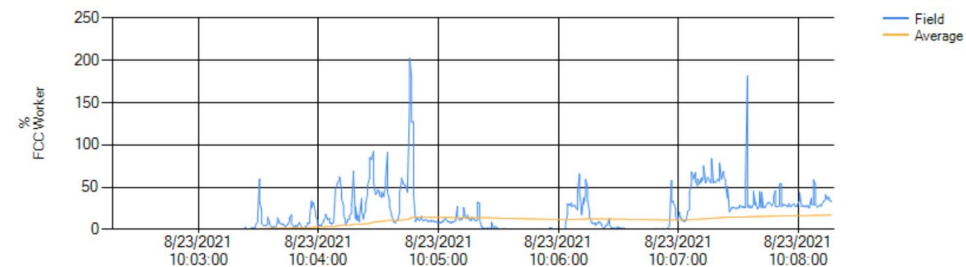
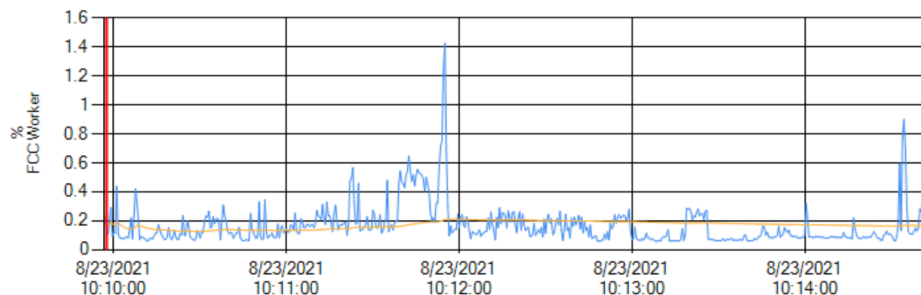
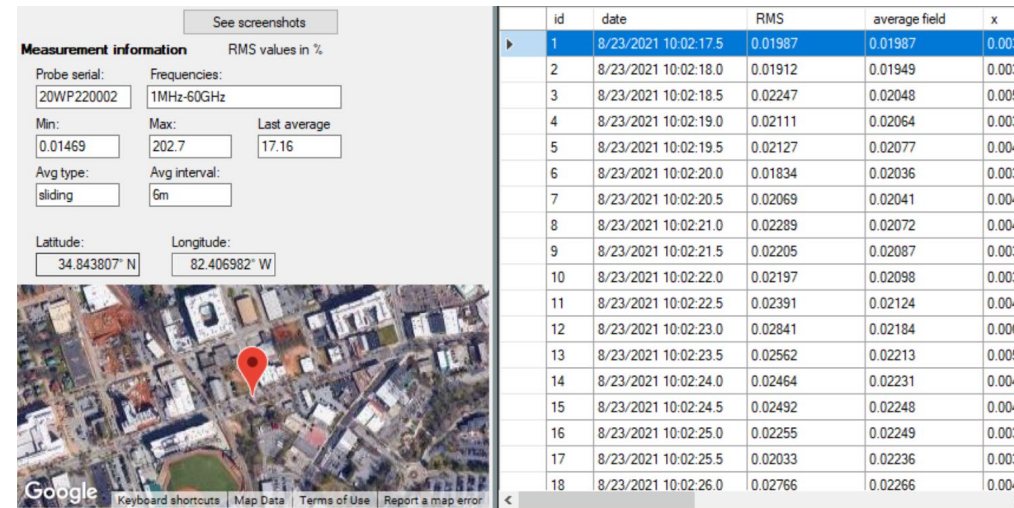
- 0930 - 0945 8/23
- 55 E Camperdown Way
- Max @ 20 cm 470% Occ
- Max @ Light 0.5%





Node D

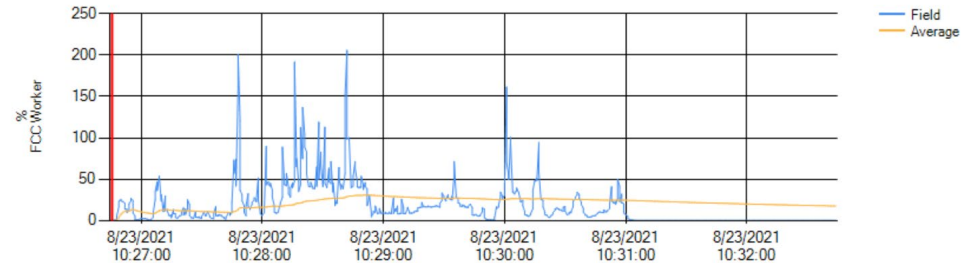
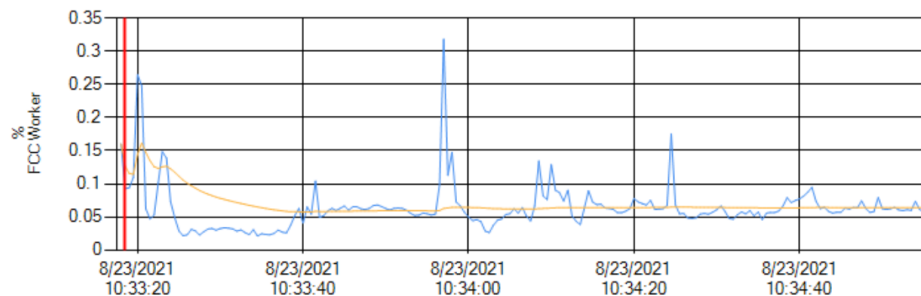
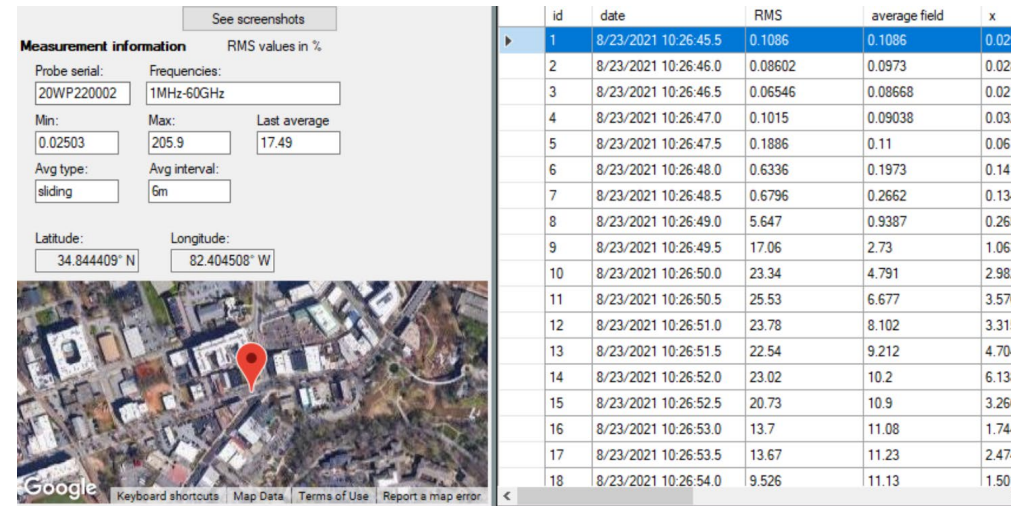
- 1000 - 1015 8/23
- 912 S Main St
- Max @ 20 cm 200% Occ
- Max @ mmWave 1.4%
- Tree Lights Close





Node A

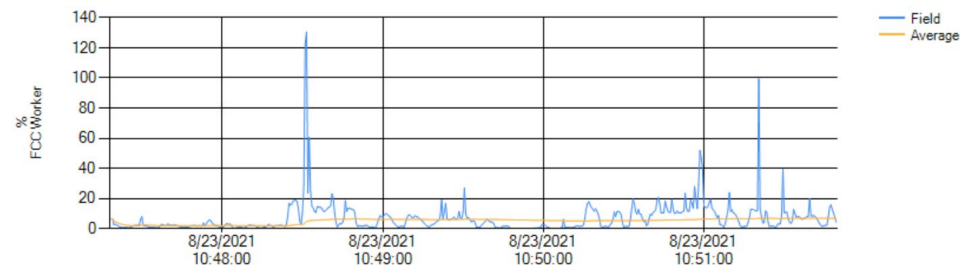
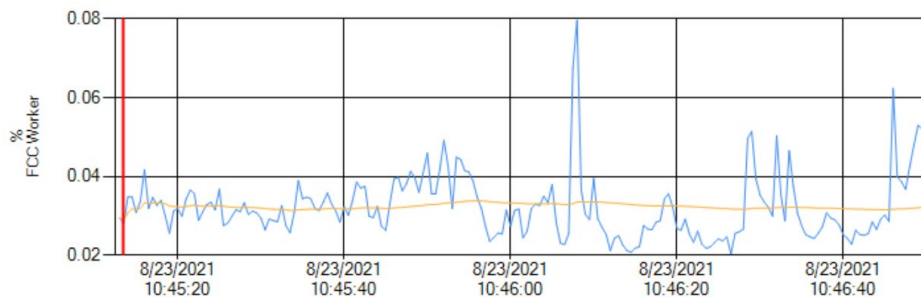
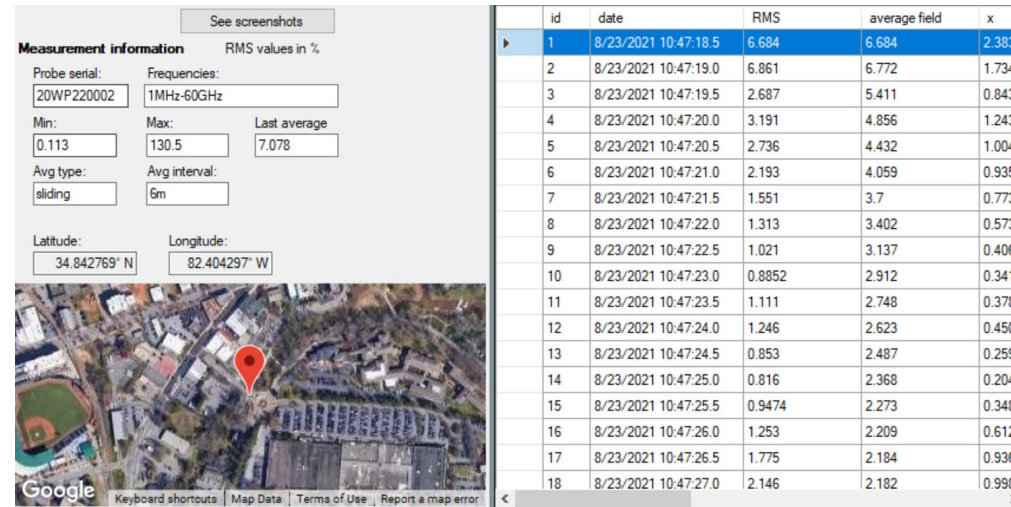
- 1025 - 1035 8/23
- Triangle S Main & Augusta
- Max @ 20 cm 205% Occ
- Max @ mmWave 0.3%





Node G

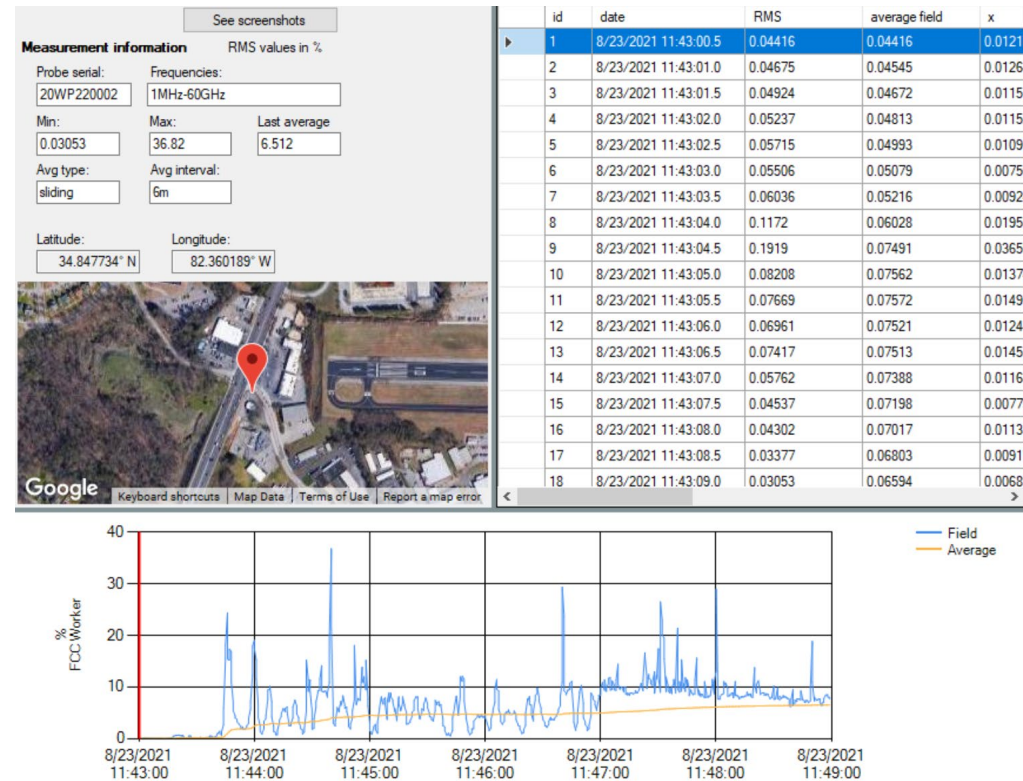
- 1045 - 1055 8/23
- University St Circle
- Max @ 20 cm 130% Occ
- Max @ mmWave 0.1%





GRVG6-112

- 1045 - 1055 8/23
- 600 Keith Dr
- Only AT&T
- Max @ 20 cm 37% Occ





Assessment - Quick Observations

- RF Exposure levels change substantially with usage
- RF Exposure levels below top antenna are very low
- Ground levels are very very low $\sim 1/1,000^{\text{th}}$ of General Public Limits



Questions



Thanks!

Matt Butcher

matt@sublight.net

www.sublight.net